

Law Offices

March 10, 2017

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**By ECFS**

Marlene H. Dortch, Secretary  
Federal Communications Commission  
445 12th Street, S.W.  
Washington, DC 20554

RE: *Ex Parte Submission* - GN Docket 13-111

Dear Ms. Dortch:

Pursuant to Section 1.1206(b) of the Commission's rules, the Wright Petitioners hereby submit this Ex Parte Notice regarding a meeting between Rachael Bender, Acting Wireless Advisor to Chairman Ajit Pai, and undersigned counsel.

The topic of the meeting was the draft Report and Order and Further Notice of Proposed Rulemaking released on March 2, 2017, in the above-referenced proceeding. Undersigned counsel expressed that the Wright Petitioners do not have an opinion on the content of the technical rules has set forth in the draft Report and Order, but it is clear that the proposed rules do not include adequate protections to ensure that the cost of contraband cellphone detection systems will not be passed onto inmates and their families.

Undersigned counsel also noted that the Report and Order lacked an adequate cost/benefit analysis. Of special note was the Commission's apparent willingness to move forward even though ICS providers and correctional facilities failed to "provide any detailed or concrete cost estimates," forcing the Commission to "rely to some extent here on [its] general understanding and prediction of likely costs."<sup>1</sup> The Talking Points (**Exhibit A**) provided to Ms. Bender provided examples of past proceedings in which similar cursory review of the costs and benefits of a proposed rule was noted by then-Commissioner Pai.

In addition to providing a copy of the attached Talking Points, undersigned counsel discussed an open RFP issued by the State of Florida, and the current Inmate Calling Services Agreement between the State of Florida and Securus Technologies.

In particular, undersigned counsel noted that the current agreement between the parties has been amended 10 times since its original execution, with two amendments begin signed in the last 18 months. Amendment #9 eliminated the requirement that Securus Technologies pay site commissions to the State of Florida, in exchange for the installation of a Managed Access System at three correctional institutions (**Exhibit B**). Previously, Securus had paid site commissions of 35%, and the cessation of such payments apparently has permitted Securus to retain all of the revenue earned under its agreement, in exchange for Securus installing the MAS and providing services for no additional charge.

Established 1849

<sup>1</sup> *Draft Report and Order and Further Notice of Proposed Rulemaking*, GN Dkt. 13-111, ¶ 80 (2017).

Based on the revenue information contained in the RFP, it would appear then that Securus has been able to retain more than \$16 million in revenue that was previously paid, in part or whole, to the State of Florida in the form of site commissions.<sup>2</sup> While the State of Florida has capped ICS rates and fees, should the Commission green-light the wide-scale implementation of costly contraband technologies, it is very likely that the drastic elimination of site commissions will not be necessary, and the costs will be passed on to inmates and their families through increased rates and fees in states and local jails where caps on ICS rates and fees are not imposed.

As noted in the Wright Petitioners' submission in the *#Solutions2020* Action Plan, the Chief Executive Officer of Securus has stated that "MAS systems do not usually stand on their own economically" and that they need to be bundled with ICS phone, video visitation, kiosks and other services.<sup>3</sup> Moreover, in a submission to the State of Virginia Department of Corrections, CenturyLink stated that the cost of MAS installations "must be 'priced in' to the [provider's] financial offer," and that this type of system will not "pay for itself."<sup>4</sup>

In light of this information, and the significant amount of additional information regarding the cost of MAS and related studies that were previously submitted by the Wright Petitioners, undersigned counsel reiterated the need for the Commission to prohibit unjust and unreasonable rates, fees and practices by ICS providers that pass the cost of MAS and other costly technologies, onto inmates and their families pursuant to its statutory authority under Sections 201 and 205 of the Communications Act of 1934, as amended.<sup>5</sup>

Undersigned counsel suggested that a simple certification could be added to FCC Form 608 requiring MAS providers to certify that the applicant's costs associated with the installation and maintenance of the service for which the authorization is sought will not be charged in any way, through rates, fees or taxes, to Consumers, as defined in 47 C.F.R. § 64.6000 *et seq.*

In the absence of **any** cost estimates from the proponents of the proposed rules, the Commission must - at the very least - acknowledge in the Report and Order the information that has been previously supplied by the Wright Petitioners and other ICS advocates, and ensure that the adoption of the proposed rules does not lead to the whole-sale escalation of rates and fees on inmates and their families. This is especially true in light of the evidence provided by the Wright Petitioners that a significant portion of the flow of contraband into correctional institutions can be stopped by simply ensuring that employees of the correctional institutions do not, themselves, smuggle the contraband into their own institutions.<sup>6</sup>

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<sup>2</sup> See **Exhibit C**, at pg. 9 of 101, and Addendum #3 at pg. 20.

<sup>3</sup> See *Comments of Wright Petitioners on #Solutions2020 Action Plan*, Jan. 13, 2017, pg. 11 (citing *Securus Announces Third DOC Facility to Approve/Accept its Managed Access Systems (MAS) Technology*, Press Statement, June 20, 2016.).

<sup>4</sup> See *Ex Parte Submission of the Wright Petitioners*, July 11, 2016, pg. 3.

<sup>5</sup> See 47 U.S.C. § 201 ("any such charge, practice, classification, or regulation that is unjust or unreasonable is declared to be unlawful."). See 47 U.S.C. §205 ("Commission is authorized and empowered to determine and prescribe... what classification, regulation, or practice is or will be just, fair, and reasonable.").

<sup>6</sup> See *Ex Parte Submission of the Wright Petitioners*, July 11, 2016, Exhibit A.

Should you have any questions regarding these matters, please contact undersigned counsel.

Respectfully submitted,



Lee G. Petro

*Counsel for the Wright Petitioners*

cc (by/email):

Chairman Ajit Pai

Commissioner Mignon Clyburn

Commissioner Michael O'Rielly

Nese Guendelsberger, Acting Chief, Wireless Bureau

Roger Noel, Mobility Division Chief

Rachael Bender, Legal Advisor to Chairman Pai

Claude Aiken, Legal Advisor to Commissioner Clyburn

Erin McGrath, Legal Advisor to Commissioner O'Reilly

**EXHIBIT A**

**Wright Petitioners'  
Talking Points**

**GN DOCKET 13-111**  
**TALKING POINTS OF WRIGHT PETITIONERS**

**1. INTEREST OF WRIGHT PETITIONERS**

**a. ACTIVE IN PROCEEDING –**

- i. April 6, 2016 – Comments suggesting questions for participants in South Carolina Field Hearing (<https://www.fcc.gov/ecfs/filing/60001535233>).
- ii. July 11, 2016 – Ex Parte Submission – Providing information regarding source of contraband cell phones and limited success of Managed Access Systems ("MAS") (<https://www.fcc.gov/ecfs/filing/10712066601324>).
- iii. January 11, 2017 - #Solutions2020 Action Plan Submission – Providing additional information with empirical studies of Managed Access Systems in Baltimore City and Mississippi State Penitentiary (<https://www.fcc.gov/ecfs/filing/10113804521853>).

**b. CONCERNS REGARDING MANAGED ACCESS SYSTEMS –**

- i. Cost of MAS is substantially higher than other forms of contraband cellphone detection systems.
- ii. Substantial evidence that costly MAS are not successful, and that large amount of smuggled contraband in correctional facilities can be reduced with minimal effort.
- iii. Inmate Calling Service Providers are integrating cost and provisioning of MAS into agreements for other inmate communications systems, i.e., State of Florida.
- iv. Cost of MAS should not be passed onto non-offending Inmates and their loved ones without first taking less costly steps to stem introduction of contraband cellphones.

**2. INADEQUATE COST-BENEFIT ANALYSIS IN DRAFT REPORT AND ORDER**

**a. CONCLUSION THAT NO COST TO PUBLIC IN PLAINLY IN ERROR**

- i. "For some of the rule changes, we anticipate that there will be little or no costs imposed on the public."
- ii. "Some of the rule changes we make here will impose some costs on wireless providers."
- iii. "Commenters did not, however, provide any detailed or concrete cost estimates, and therefore we must rely to some extent here on our general understanding and prediction of likely costs in making this cost-benefit assessment."
- iv. "We therefore believe that the public benefits of this requirement will exceed compliance costs."

**b. IGNORES INFORMATION SUBMITTED BY WRIGHT PETITIONERS –**

- i. No mention of cost-related information provided by Wright Petitioners in record.
- ii. Other than the information presented by the Wright Petitioners, no other party responded to FCC request for cost estimates.
- iii. No analysis of who pays for costly MAS.
- iv. No evidence in record that cost savings from regulatory relief to be granted by Report and Order will offset the high cost of MAS.
- v. Result – No supporter of MAS provided cost estimates, and only party that did submit information was ignored.
- vi. Only sources of funding for MAS are (i) state budgets or (ii) ICS providers, which pass costs onto inmates and their loved ones.

**3. INADEQUATE COST-BENEFIT ANALYSIS CONFLICTS WITH PAST STATEMENTS BY CHAIRMAN PAI AND COMMISSIONER O'REILLY**

**a. TESTIMONY OF COMMISSIONER AJIT PAI, JULY 10, 2012, BEFORE THE SUBCOMMITTEE ON COMMUNICATIONS AND TECHNOLOGY OF THE UNITED STATES HOUSE OF REPRESENTATIVES:**

The adoption of new regulations always should be predicated upon the Commission's determination that their benefits outweigh their costs. Indeed, if a regulation's cost is greater than its benefit, why would we possibly want to adopt it?

**b. TESTIMONY OF COMMISSIONER MICHAEL O'REILLY, MARCH 8, 2017, BEFORE THE U.S. SENATE COMMITTEE ON COMMERCE, SCIENCE, AND TRANSPORTATION:**

On this note, let me reiterate the need to conduct sound cost-benefit analyses as part of the Commission's consideration of new regulations on applicable industries. Too often under the prior Commission leadership, sufficient work was not done, certainly prior to votes by Commissioners, to calculate the particular costs that new burdens or obligations would impose on regulated entities. At the same time, past items have included vague or illusory benefits of these new regulatory burdens. Together, the Commission lacked a key component, that I see as necessary, for determining whether a proposal is in the public interest.

**c. *CLOSED CAPTIONING OF INTERNET PROTOCOL-DELIVERED VIDEO PROGRAMMING*, SECOND ORDER ON RECONSIDERATION, 29 FCC RCD 8687, 8765 (2014), CONCURRING STATEMENT OF COMMISSIONER PAI:**

But this item contains no cost-benefit analysis. How much will the Commission's new closed captioning rules cost? What impact will those costs have on consumers? And on the benefits side of the ledger, how many video clips will be captioned after the rules begin taking effect in 2016 that otherwise would not have been made accessible? The item makes no effort to answer any of these questions. I asked for a cost-benefit analysis, but it never arrived. High-level rhetoric and appealing slogans are nice, but an administrative agency's rulemaking process demands more.

**d. *CLOSED CAPTIONING OF INTERNET PROTOCOL-DELIVERED VIDEO PROGRAMMING*, SECOND ORDER ON RECONSIDERATION, 29 FCC RCD 8687, 8767 (2014), STATEMENT OF COMMISSIONER O'REILLY:**

Moreover, I believe that the agency had an obligation to do a thorough cost-benefit analysis before regulating. This item should have established the quantitative effects on the deaf and hard of hearing community. It should have determined the actual costs, especially on American video programmers and distributors, of mandating the closed captioning of video clips at the same quality standards that we demand of television content. (Keep in mind, these quality standards are even harder to achieve when captioning Internet clips.) And, most importantly, it should have determined beyond a shadow of a doubt that these rules would not ultimately lead to a reduction of video clips on the Internet. If captioning expenses are too high, content providers will have no choice but to withhold or remove online clips. That isn't a good policy result for anyone—hearing impaired or not. But, in the haste to regulate, the Commission did none of this analysis... This is a precarious way to regulate.

e. ***FACILITATING THE DEPLOYMENT OF TEXT-TO-911 AND OTHER NEXT GENERATION 911 APPLICATIONS, SECOND REPORT AND ORDER, 29 FCC RCD 9846, 9946 (2014), STATEMENT OF COMMISSIONER PAI:***

The cost-benefit analysis is another. It overstates the benefits by assuming that text-to-911 is available nationwide, even though we know the reality is quite the opposite. On the other side of the ledger, the analysis does not account for the tragic costs that will result from consumer confusion. Nor does it contain any discussion of the costs interconnected app providers will incur as a result of the Order's approach, which requires them to use—and pay for access to—other company's software and networks.

f. ***FACILITATING THE DEPLOYMENT OF TEXT-TO-911 AND OTHER NEXT GENERATION 911 APPLICATIONS, SECOND REPORT AND ORDER, 29 FCC RCD 9846, 9950 (2014), STATEMENT OF COMMISSIONER O'REILLY:***

Lastly, the so-called cost benefit analysis contained in this item is seriously flawed. Specifically, the item establishes a benefit floor of not less than \$63.7 million. But this figure was calculated by using the number of cardiac emergency 911 calls. However, there is no hard evidence that more lives of those suffering cardiac emergencies would be saved by texting 911. The item is full of such conjecture and assumptions, instead of credible facts and data. Further, we do not consider many of the costs or repercussions of our actions. For instance, will innovation in OTT texting be stifled, will interconnected text providers convert their offerings to non-interconnected platforms, will the costs end free OTT text apps, and is the cost worth it when Next Generation 911 communications systems are coming soon? I repeat my call for outside parties to help us by commenting on these calculations in this proceeding and others.

g. ***RURAL CALL COMPLETION, ORDER ON RECONSIDERATION, 29 FCC RCD 14,026, 14,062-14,063 (2014), STATEMENT OF COMMISSIONER O'REILLY:***

Moreover, I continue to object to the cursory cost-benefit analyses contained in Commission orders. It may be the case that the benefits of these rules outweigh the costs, but it is hard to tell from the few paragraphs cited in the underlying item. To be sure, those paragraphs discussed important steps the Commission was taking to shrink the scope of the rules. But they make no attempt to quantify the costs of the rules or to quantify and compare the benefits. By a series of Executive Orders, agencies, including independent agencies like the FCC, are supposed to “propose or adopt a regulation only upon a reasoned determination that its benefits justify its cost” and must “use the best available techniques to quantify anticipated present and future benefits and costs as accurately as possible.” This is not being done at the Commission.

I also disagree that the Commission should rely on the Paperwork Reduction Act process—i.e., something that occurs after I have been asked to vote—to sort out the costs and benefits. I need to make decisions based on actual (not “to be determined”) estimates of costs and benefits. Conducting the analysis after the fact also risks needless delay because the FCC may have to change its rules to address Office of Management and Budget concerns that the FCC has placed undue burdens on providers.

**h. *ENSURING CONTINUITY OF 911 COMMUNICATIONS, REPORT AND ORDER, 30 FCC RCD 8677, 8737 (2014), STATEMENT OF COMMISSIONER O'REILLY:***

Why does the agency continuously refuse to conduct a true cost-benefit analysis? If this item is truly of value, then the data will support it. Without that critical information, I must make my own best estimate based on input from stakeholders. This is quite a challenge when they know little about the requirements set forth in the order—not an ideal situation. My general sense is that, while the order is largely unnecessary, the adjustments that have been made since last year's proposal better align the costs imposed by the FCC with the benefits.

**i. *EXPANSION OF ONLINE PUBLIC FILE OBLIGATIONS TO CABLE AND SATELLITE TV OPERATORS AND BROADCAST AND SATELLITE RADIO LICENSEES, REPORT AND ORDER, 31 FCC 526, 593 (2016), STATEMENT OF COMMISSIONER O'REILLY:***

I have frequently shared my concerns about the need for more rigorous cost-benefit analysis in the Commission's work, and this item raised some similar concerns.

**j. *AMENDMENTS TO PART 4 OF THE COMMISSION'S RULES CONCERNING DISRUPTIONS TO COMMUNICATIONS, REPORT AND ORDER, 31 FCC RCD 5817, 5945 (2016), STATEMENT OF COMMISSIONER PAI:***

Another major deficiency in this document is its cost-benefit analysis—or rather, the lack thereof. A meaningful discussion of costs and benefits is nowhere to be found in today's decision.

**k. *AMENDMENTS TO PART 4 OF THE COMMISSION'S RULES CONCERNING DISRUPTIONS TO COMMUNICATIONS, REPORT AND ORDER, 31 FCC RCD 5817, 5948 (2016), STATEMENT OF COMMISSIONER O'REILLY:***

Lastly, the cost-benefit analysis contained in this item is dreadful. Not only is the quantitative analysis and comparison of the costs and benefits for the modified and proposed reporting requirements insufficient, but the item summarily dismisses one industry participant's assessment that it takes 11 to 12 hours to prepare and file an outage report.

**l. *IMPROVING OUTAGE REPORTING FOR SUBMARINE CABLES AND ENHANCED SUBMARINE CABLE OUTAGE DATA, REPORT AND ORDER, 31 FCC RCD 7947, 8000-8003 (2016), STATEMENT OF COMMISSIONER PAI:***

The FCC simply does not care about cost-benefit analysis, let alone getting it right. That is how you end up with a section blithely asserting that compliance costs for the entire undersea cable industry and its 161 licensees will be no more than the price of a tiny studio apartment in Arlington, Virginia. This is not the way it should be. Whether you view it as a requirement of reasoned decision-making under the Administrative Procedure Act, as the courts do, or simply as a matter of good government, as we all should, a federal agency has an obligation to ensure in advance that its decisions will be beneficial on net to the American public. The benefits of a regulation may well outweigh its costs, but with the mailed-in analysis that this agency routinely conducts, we will never know.

**m. *IMPROVING OUTAGE REPORTING FOR SUBMARINE CABLES AND ENHANCED SUBMARINE CABLE OUTAGE DATA, REPORT AND ORDER, 31 FCC RCD 7947, 8005 (2016), STATEMENT OF COMMISSIONER O'REILLY:***

Finally, the cost-benefit analysis in this order is awful. Once again, the Commission underestimates the burden of filing these reports and ignores the input of commenters.



**n. *IMPROVEMENTS TO BENCHMARKS AND RELATED REQUIREMENTS GOVERNING HEARING AID-COMPATIBLE MOBILE HANDSETS*, REPORT AND ORDER, 31 FCC RCD 9336, 9378 (2016), STATEMENT OF COMMISSIONER O'REILLY:**

I must admit that I find it ironic that we encourage the task force to consider costs and benefits in making its determination, but we once again fail to provide a quantitative cost-benefit analysis in this order. Just because there is a consensus proposal does not abrogate the Commission's responsibility to thoroughly analyze the costs and benefits of its regulations.

**o. *PROTECTING THE PRIVACY OF CUSTOMERS OF BROADBAND AND OTHER TELECOMMUNICATIONS SERVICES*, REPORT AND ORDER, 31 FCC RCD 13,911, 14,129 (2016), STATEMENT OF COMMISSIONER O'REILLY:**

While there are some statements about changes made to reduce compliance costs (i.e., one type of cost that is reviewed, in part, by the Office of Management and Budget), there is no overall analysis of the costs and benefits of this order. To the extent Commission leadership promised that rulemakings would serve as cost-benefit analyses, which I have explained is not adequate to comply with the relevant Executive Orders in any event, this order never engages in a serious discussion of the costs raised by commenters, failing to deliver even on that meager promise.

**EXHIBIT B**

**State of Florida/Securus Agreement,  
as Amended**

**CONTRACT AMENDMENT BETWEEN  
THE FLORIDA DEPARTMENT OF CORRECTIONS**

**AND**

**SECURUS TECHNOLOGIES, INC., THROUGH ITS WHOLLY OWNED SUBSIDIARY,  
T-NETIX TELECOMMUNICATIONS SERVICES, INC.**

This is an Amendment to the Contract between the Florida Department of Corrections (“Department”) and Securus Technologies, Inc. through its wholly owned subsidiary, T-Netix Telecommunications Services, Inc. (“Contractor”) to provide statewide inmate telephone services.

This Amendment:

- Revises Section **III.**, A., Payments and Invoices, paragraphs 2 through 5;
- Revises Section **III.**, A., Payment and Invoices, 8., Commission Waiver; and
- Revises Section **VII.**, A., 1., Public Records Law.

Original contract period:	September 25, 2007 through September 24, 2012
Amendment #1:	July 29, 2009 through September 24, 2012
Amendment #2:	January 20, 2010 through September 24, 2012
Amendment #3:	January 20, 2012 through September 24, 2012
Amendment #4:	April 10, 2012 through September 24, 2012
Amendment #5:	September 20, 2012 through September 24, 2013
Amendment #6:	September 20, 2013 through September 24, 2014
Amendment #7:	February 11, 2014 through September 24, 2014
Amendment #8:	July 29, 2014 through September 24, 2015
Amendment #9:	September 23, 2015 through September 24, 2017

In accordance with Section **V.**, **CONTRACT MODIFICATION**; the following changes are hereby made:

1. Section **III.**, A., Payments and Invoices, paragraphs 2 through 5, are hereby revised to read:

**III.** A. Payments and Invoices

The Department established a fixed “to connect” surcharge for service delivery of its ITS. The “to-connect” surcharge established by the Department shall be utilized by the Contractor for local, local extended area calls, and for all calls on the North American Dialing Plan, including inter-lata, intra-lata, and interstate calls. There shall be no additional rate per minute charges allowed for local coin and local extended area calls.

**COLLECT CALL SURCHARGE (Land and Cellular Lines):**

The Contractor shall provide inmate telephone COLLECT CALL service at the following surcharges and rates:

TYPE OF CALL	“TO CONNECT” SURCHARGE	RATE PER MINUTE
Local Extended Area	\$0.00	\$0.04
Inter-lata	\$0.00	\$0.14
Intra-lata	\$0.00	\$0.14
Interstate	\$0.00	\$0.14

**PREPAID CALL SURCHARGE (Land and Cellular Lines):**

The Contractor shall provide inmate telephone PREPAID CALL SURCHARGE service at the following surcharges and rates:

TYPE OF CALL	“TO CONNECT” SURCHARGE	RATE PER MINUTE
Local Extended Area	\$0.00	\$0.04
Inter-lata	\$0.00	\$0.14
Intra-lata	\$0.00	\$0.14
Interstate	\$0.00	\$0.14

**COIN OPERATED TELEPHONES (Land and Cellular Lines):**

The Contractor shall provide inmate telephone COIN OPERATED TELEPHONES service at the following surcharges and rates:

TYPE OF CALL	“TO CONNECT” SURCHARGE	RATE PER FIVE MINUTE INCREMENT
Local Coin	\$0.00	\$0.20
Local Extended Area	\$0.00	\$0.20
Inter-lata	\$0.00	\$0.70
Intra-lata	\$0.00	\$0.70
Interstate	\$0.00	\$0.70

TYPE OF CALL	“TO CONNECT” SURCHARGE	RATE PER FIVE MINUTE INCREMENT
1+Inter-lata	\$0.00	\$0.70
1+Intra-lata	\$0.00	\$0.70
1+Interstate	\$0.00	\$0.70

NOTE: Any fees, surcharges, or other types of costs associated with the Florida Relay Service are the responsibility of the family and friends accepting calls from inmates utilizing this service. The Contractor is only responsible for ensuring that inmates have the ability to connect to the Florida Relay Service, and is not responsible for ensuring the rates charged to the family and friends are the same as those rates provided in this section.

2. Section **III.**, A., 8., Commission Waiver, is hereby revised to read:

**III.** A. 8. Commission Waiver

Notwithstanding anything to the contrary contained in the Contract, the Contractor shall not pay to the Department any commissions on revenues earned through the completion of any call of any type received from the Contract. The Department waives any right to any revenue earned through the completion of any call of any type received from the Contract, including, but not limited to, commissions.

In consideration of the foregoing waiver of commissions, the Contractor agrees as follows:

- (1) At no cost to the Department, the Contractor shall purchase, install, and provide for the Department's use, a Managed Access System ("MAS") at: (a) Martin Correctional Institution and Work Camp site; (b) Okeechobee Correctional Institution and Work Camp site; and (c) Wakulla Correctional Institution, to include Wakulla Main Unit, Wakulla Annex, and Wakulla Work Camp site. The Contractor shall retain ownership of the MAS at all times, even after the expiration of the Contract Term; during the Contract Term, the Department shall be permitted full use of the MAS. The Contractor shall be responsible for all repairs and service of the MAS during the Contract Term, which shall be at no cost to the Department. The Contractor shall maintain the MAS in good working order during the Contract Term.
- (2) At no cost to the Department, the Contractor shall provide the following positions dedicated exclusively to the Department: (a) two (2) full-time certified digital forensic examiners; (b) one (1) full-time certified investigative analyst; (c) one (1) full-time certified forensic analyst; (d) one (1) full-time certified forensic extraction specialist; and (e) one (1) full-time forensic assistant. The staff in these positions will be employed by the Contractor and shall not be considered employees of the Department. In addition, the Contractor shall provide one (1) Cellebrite unit for exclusive use by the Department. These cell phone forensic lab resources (personnel and equipment) will allow the Contractor to obtain optimum processing efficiency.
- (3) At no cost to the Department, the Contractor shall purchase and provide to the Department a total of 116 CEIA cell phone detection systems (110 units to be utilized at the Department's correctional facilities and 6 units to be utilized exclusively by the Department's office of inspector general). The Department shall retain ownership of such units at all times, even after expiration of the Contract Term. The Contractor shall provide a manufacturer's warranty for all units, which shall warrant that all parts of the equipment, and any related accessories, are free from defects in material or workmanship under normal use and service. The manufacturer shall be obligated to repair or replace any part of the equipment which proves to be defective within the period of three (3) years from the date of delivery at no additional cost to the Department. Upon delivery of the units, the Contractor must furnish the Department with a Certificate of Warranty for the manufacturer's warranty set forth herein.

**CONTRACT #C2372  
AMENDMENT #10**

- (4) At no cost to the Department, the Contractor shall provide access to ICER, the national database for identifying and reporting inmate to inmate communication events.
- (5) At no cost to the Department, the Contractor shall provide iPRO Enhanced Call player with Voice Biometric Security.
- (6) At no cost to the Department, the Contractor shall provide Word Spotting Service.
- (7) At no cost to the Department, the Contractor shall provide an Inmate Survey application.
- (8) At no cost to the Department, the Contractor shall provide up to fifty (50) hours per month, with rollover of unused hours capability to the next month, with a one hundred (100) hour cap for any single month, of Centralized Monitoring on Demand for targeted investigations, based on suspicious activity.
- (9) At no cost to the Department, the Contractor shall provide unlimited contraband device disposal, after extraction and analysis is complete. The Contractor shall provide documentation to the Department providing assurance that any mobile device submitted for destruction is done in a manner consistent with environmental requirements, and destroyed in a manner to ensure no data on the device is retrievable once it is released from the Department's custody.
- (10) At no cost to the Department, the Contractor shall provide an eighty (80) terabyte server to be utilized in the Department's cell phone forensic lab. The Department shall retain ownership of the server at all times, even after expiration of the Contract Term. The Contractor shall maintain the server until the end of the Contract Term and provide a manufacturer's warranty for the server, which shall warrant that all parts of the server, and any related accessories, are free from defects in material or workmanship under normal use and service. The manufacturer shall be obligated to repair or replace any part of the server which proves to be defective within the period of three (3) years from the date of delivery at no additional cost to the Department. Upon delivery and installation of the server, the Contractor must furnish the Department with a Certificate of Warranty for the manufacturer's warranty set forth herein.

The Contract terms set forth in Sections III., A., 8., (1), through III., A., 8., (10), shall be considered "Other Contract Requirements" in accordance with Section II., P., 2.

3. Section VII., A., 1., Public Records Law, is hereby revised to read:

**VII. A. 1. Public Records Law**

The Contractor agrees to: (a) keep and maintain public records required by the Department in order to perform the service; (b) upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that

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does not exceed the cost provided in this chapter or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract if the Contractor does not transfer the records to the Department; and (d) upon completion of the Contract, transfer, at no cost, to the Department all public records in possession of the Contractor or keep and maintain public records required by the Department to perform the service. If the Contractor transfers all public records to the Department upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department. Pursuant to §287.058(1)(c), F.S., the Department is allowed to unilaterally cancel the Contract for refusal by the Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the Contract, unless the records are exempt from §24(a) of Art. I of the State Constitution and §119.07(1), F.S.

**If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this Contract, contact the custodian of public records at:**

**Florida Department of Corrections  
ATTN: Public Records Unit  
501 South Calhoun Street  
Tallahassee, Florida 32399-2500  
Telephone: (850) 717-3605  
Fax: (850) 922-4355  
Email: [CO.PublicRecords@mail.dc.state.fl.us](mailto:CO.PublicRecords@mail.dc.state.fl.us)**

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CONTRACT #C2372  
AMENDMENT #10

All other terms and conditions of the original Contract and any previous amendments remain in full force and effect.

This amendment shall begin on the date on which it is signed by both parties.

IN WITNESS THEREOF, the parties hereto have caused this Amendment to be executed by their undersigned officials as duly authorized.


**CONTRACTOR:**  
SECURUS TECHNOLOGIES, INC. THROUGH ITS  
WHOLLY OWNED SUBSIDIARY, T-NETIX  
TELECOMMUNICATIONS SERVICES, INC.


SIGNED  
BY:   
NAME: Robert Tucker  
TITLE: President  
DATE: 10-31-16  
FEID #: 25-2722144



**DEPARTMENT OF CORRECTIONS**

**APPROVED AS TO FORM AND LEGALITY,  
SUBJECT TO EXECUTION.**

SIGNED  
BY:   
NAME: Julie L. Jones *Sur*  
TITLE: Secretary  
DATE: 11/9/16

SIGNED  
BY:   
NAME: *JKS* Kenneth S. Stealy  
TITLE: General Counsel  
DATE: 11/7/16



CONTRACT AMENDMENT BETWEEN  
THE FLORIDA DEPARTMENT OF CORRECTIONS  
AND

SECURUS TECHNOLOGIES, INC., THROUGH ITS WHOLLY OWNED SUBSIDIARY,  
T-NETIX TELECOMMUNICATIONS SERVICES, INC.

This is an Amendment to the Contract between the Florida Department of Corrections (“Department”) and Securus Technologies, Inc. through its wholly owned subsidiary, T-Netix Telecommunications Services, Inc. (“Contractor”) to provide statewide inmate telephone services.

This Amendment:

- Renews the Contract for two (2) additional years pursuant to **Section I., B., Contract Renewal**, and revises **Section I., A., Contract Term**. The Department is exercising its renewal option for the final renewal period;
- Revises **Section III., A., Payments and Invoices**, to add Number 8; and
- Adds **Section VII., GG., Cooperation with Inspector General**.

Original contract period:	September 25, 2007 through September 24, 2012
Amendment #1:	July 29, 2009 through September 24, 2012
Amendment #2:	January 29, 2010 through September 24, 2012
Amendment #3:	January 20, 2012 through September 24, 2012
Amendment #4:	April 10, 2012 through September 24, 2012
Amendment #5:	September 20, 2012 through September 24, 2013
Amendment #6:	September 20, 2013 through September 24, 2014
Amendment #7:	February 11, 2014 through September 24, 2014
Amendment #8:	July 29, 2014 through September 24, 2015

In accordance with **Section V., Contract Modifications**; the following changes are hereby made:

1. **Section I., A., Contract Term**, is hereby revised to read:

This Contract began on September 25, 2007, and shall end at midnight on September 24, 2017.

The Contract is renewed for two (2) years.

2. **Section III., A., Payments and Invoices**, is hereby revised to add #8:

8. Commission Waiver

Notwithstanding anything to the contrary contained in the Contract, Contractor shall not pay to the Department any commissions on revenues earned through the completion of any call of any type received from the Contract. Department waives any right to any revenue earned through the completion of any call of any type received from the Contract, including but not limited to commissions.

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In consideration of the foregoing waiver of commissions, the Contractor agrees as follows:

- (1) At no cost to the Department, Contractor shall purchase, install and provide for Department's use a Managed Access System ("MAS") at: (a) Martin Correctional Institution and Work Camp site; (b) Okeechobee Correctional Institution and Work Camp site; and (c) Wakulla Correctional Institution, to include Wakulla Main Unit, Wakulla Annex, and Wakulla Work Camp site. Contractor shall retain ownership of the MAS at all times, including following the end of the Contract Term, but during the Contract Term, Department shall be permitted full use of the MAS. Contractor shall be responsible for all repairs and service of the MAS during the Contract Term, which shall be at no cost to the Department. Contractor shall maintain the MAS in good working order during the Contract Term.
- (2) At no cost to the Department, Contractor shall provide the following positions: (a) two (2) full-time certified digital forensic examiners dedicated exclusively to the Department; (b) one (1) full time certified investigative analyst dedicated exclusively to the Department. The staff in these positions will be employed by the Contractor and shall not be considered employees of the Department.
- (3) At no cost to the Department, Contractor shall purchase and provide to the Department a total of 113 CEIA cell phone detection systems (107 units to be utilized at the Department's correctional facilities and 6 units to be utilized exclusively by the Department's office of inspector general). Department shall retain ownership of such units at all times, including following the end of the Contract Term. Contractor shall provide a manufacturer's warranty for all units, which shall warrant that all parts of the equipment, and any related accessories, are free from defects in material or workmanship under normal use and service. The manufacturer shall be obligated to repair or replace any part of the equipment which proves to be defective within the period of three years from the date of delivery at no additional cost to the Department. Upon delivery of the units, Contractor must furnish the Department with a Certificate of Warranty for the manufacturer's warranty set forth herein.
- (4) At no cost to the Department, Contractor shall provide access to ICER, the national database for identifying and reporting inmate to inmate communication events.
- (5) At no cost to the Department, Contractor shall provide iPRO Enhanced Call player with Voice Biometric Security.
- (6) At no cost to the Department, Contractor shall provide Word Spotting Service.

The Contract terms sets forth in Sections III., A., 8., 1., through III., A., 8., 6., shall be considered "Other Contract Requirements" in accordance with Section II., P., 2.

**3. Section VII., GG., Cooperation with Inspector General, is hereby added:**

GG. Cooperation with Inspector General

In accordance with Section 20.055(5), Florida Statutes, the Contractor, and any subcontractor, understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing.

All other terms and conditions of the original Contract and any previous amendments remain in full force and effect.

This Amendment shall begin on the date on which it is signed by both parties.

IN WITNESS THEREOF, the parties hereto have caused this Amendment to be executed by their undersigned officials as duly authorized.

**CONTRACTOR:**  
**SECURUS TECHNOLOGIES, INC. THROUGH ITS WHOLLY OWNED SUBSIDIARY, T-NETIX TELECOMMUNICATIONS SERVICES, INC.**

SIGNED BY: Robert Pickens  
NAME: Robert Pickens  
TITLE: President  
DATE: 9/19/15  
FEID #: 75-2212916

**DEPARTMENT OF CORRECTIONS**

Approved as to form and legality,  
subject to execution.

SIGNED BY: Julie L. Jones  
NAME: **Julie L. Jones**  
TITLE: **Secretary  
Department of Corrections**  
DATE: 9/23/15

SIGNED BY: Dorothy M. Ridgway  
NAME: **Dorothy M. Ridgway**  
TITLE: **Acting General Counsel  
Department of Corrections**  
DATE: 9/24/15

**CONTRACT AMENDMENT BETWEEN**  
**THE DEPARTMENT OF CORRECTIONS**  
**AND**

**SECURUS TECHNOLOGIES, INC., THROUGH ITS WHOLLY OWNED SUBSIDIARY,**  
**T-NETIX TELECOMMUNICATIONS SERVICES, INC.**

This is an Amendment to the Contract between the Florida Department of Corrections (“Department”) and Securus Technologies, Inc. through its wholly owned subsidiary, T-Netix Telecommunications Services, Inc. (“Contractor”) to provide Statewide inmate telephone services.

**This Amendment:**

- Renews the Contract for one (1) year pursuant to **Section I., B., Contract Renewal**, and revises **Section I., A., Contract Term**. The Department is exercising its renewal option for the renewal period; and
- Adds **Section VII., FF., Prison Rape Elimination Act (PREA)**.

Original contract period:	September 25, 2007 through September 24, 2012
Amendment #1:	July 29, 2009 through September 24, 2012
Amendment #2:	January 29, 2010 through September 24, 2012
Amendment #3:	January 20, 2012 through September 24, 2012
Amendment #4:	April 10, 2012 through September 24, 2012
Amendment #5:	September 20, 2012 through September 24, 2013
Amendment #6:	September 25, 2013 through September 24, 2014
Amendment #7:	February 11, 2014 through September 24, 2014

In accordance with **Section V., CONTRACT MODIFICATION**, the following changes are hereby made:

1. **Section I., A., Contract Term**, is hereby revised to read:

A. Contract Term

This Contract began on September 25, 2007, and shall end at midnight on September 24, 2015.

2. **Section VII., FF., Prison Rape Elimination Act (PREA)**, is hereby added to read:

FF. Prison Rape Elimination Act (PREA)


The Contractor will comply with the national standards to prevent, detect, and respond to prison rape under the Prison Rape Elimination Act (PREA), Federal Rule 28 C.F.R. Part 115. The Contractor will also comply with all Department policies and procedures that relate to PREA.

All other terms and conditions of the original Contract remain in full force and effect.

This Amendment shall begin on the date on which it is signed by both parties.


IN WITNESS THEREOF, the parties hereto have caused this Amendment to be executed by their undersigned officials as duly authorized.

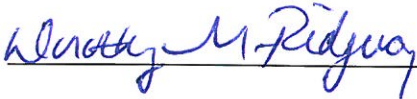
**CONTRACTOR:**  
**SECURUS TECHNOLOGIES, INC. THROUGH**  
**ITS WHOLLY OWNED SUBSIDIARY, T-NETIX**  
**TELECOMMUNICATIONS SERVICES INC.**

SIGNED  
BY:   
NAME: Robert E. Pickens  
TITLE: President  
DATE: July 24, 2014  
FEID #: 75-2212916

**DEPARTMENT OF CORRECTIONS**

**APPROVED AS TO THE FORM  
AND LEGALITY, SUBJECT TO  
EXECUTION.**

SIGNED  
BY:   
NAME: Michael D. Crews  
TITLE: Secretary  
Department of Corrections  
DATE: 7/29/14

SIGNED  
BY:   
NAME: Jennifer A. Parker  
TITLE: General Counsel  
Department of Corrections  
DATE: 7/29/14

**CONTRACT AMENDMENT BETWEEN  
THE DEPARTMENT OF CORRECTIONS**

**AND**

**SECURUS TECHNOLOGIES, INC., THROUGH ITS WHOLLY OWNED SUBSIDIARY,  
T-NETIX TELECOMMUNICATIONS SERVICES, INC.**

This is an Amendment to the Contract between the Florida Department of Corrections (“Department”) and Securus Technologies, Inc. through its wholly owned subsidiary, T-Netix Telecommunications Services, Inc. (“Contractor”) to provide Statewide inmate telephone services.

This Amendment:

- Revises Section III., A., COMPENSATION, Payments and Invoices, to add Number 7.

Original contract period:	September 25, 2007 through September 24, 2012
Amendment #1:	July 29, 2009 through September 24, 2012
Amendment #2:	January 29, 2010 through September 24, 2012
Amendment #3:	January 20, 2012 through September 24, 2012
Amendment #4:	April 10, 2012 through September 24, 2012
Amendment #5:	September 20, 2012 through September 24, 2013
Amendment #6:	September 25, 2013 through September 24, 2014

In accordance with Section V., **CONTRACT MODIFICATIONS**, the following changes are hereby made:

1. **Section III., A., COMPENSATION, Payments and Invoices** is hereby revised to add #7, to read:

7. FCC Rule Prohibiting Commission on Interstate Calls

Notwithstanding anything to the contrary contained in the Contract, in accordance with Federal Communications Commission 47 CFR Part 64 [WC Docket No. 12-375; FCC 13-113] – Rates for Interstate Calling Services – effective February 11, 2014, no commission shall be paid on revenues earned through the completion of interstate calls of any type received from the Contract.


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All other terms and conditions of the original Contract and any previous amendments remain in full force and effect.

This Amendment shall begin on the date on which it is signed by both parties.

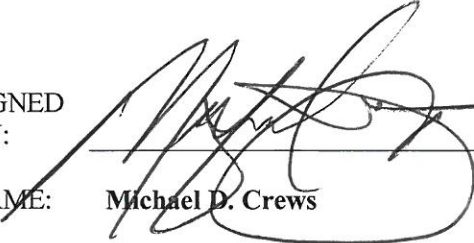
IN WITNESS THEREOF, the parties hereto have caused this Amendment to be executed by their undersigned officials as duly authorized.

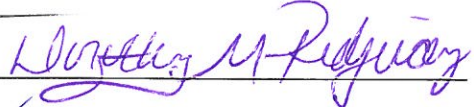
**CONTRACTOR:  
SECURUS TECHNOLOGIES, INC. THROUGH  
ITS WHOLLY OWNED SUBSIDIARY, T-NETIX  
TELECOMMUNICATIONS SERVICES INC.**

SIGNED BY:   
NAME: Robert Pickens  
TITLE: COO  
DATE: 2/7/14  
FEID #: 75-2212916

**DEPARTMENT OF CORRECTIONS**

**APPROVED AS TO FORM AND  
LEGALITY, SUBJECT TO  
EXECUTION.**

SIGNED BY:   
NAME: **Michael D. Crews**  
TITLE: **Deputy Secretary  
Department of Corrections**  
DATE: 2-11-14

SIGNED BY:   
NAME: **Jennifer A. Parker**  
TITLE: **General Counsel  
Department of Corrections**  
DATE: 2/11/14

**CONTRACT AMENDMENT BETWEEN  
THE DEPARTMENT OF CORRECTIONS**

**AND**

**SECURUS TECHNOLOGIES, INC., THROUGH ITS WHOLLY OWNED SUBSIDIARY,  
T-NETIX TELECOMMUNICATIONS SERVICES, INC.**

This is an Amendment to the Contract between the Florida Department of Corrections (“Department”) and Securus Technologies, Inc. through its wholly owned subsidiary, T-Netix Telecommunications Services, Inc. (“Contractor”) to provide Statewide inmate telephone services.

This Amendment:

- Renews the Contract for one (1) additional year pursuant to Section I., B., Contract Renewal. The Department is exercising its renewal option;
- Revises Section IV., A., Department’s Contract Manager, first paragraph; and
- Revises Section IV., B., Department’s Contract Administrator, first paragraph.

Original contract period:	September 25, 2007 through September 24, 2012
Amendment #1:	July 29, 2009 through September 24, 2012
Amendment #2:	January 29, 2010 through September 24, 2012
Amendment #3:	January 20, 2012 through September 24, 2012
Amendment #4:	April 10, 2012 through September 24, 2012
Amendment #5:	September 20, 2012 through September 24, 2013

In accordance with Section V., **CONTRACT MODIFICATIONS**, the following changes are hereby made:

1. **Section I., A., Contract Term**, is hereby revised to read:

A. Contract Term

This Contract began on September 25, 2007, and shall end at midnight on September 24, 2014.

This Contract is renewed for one (1) year.

2. Section IV., A., Department’s Contract Manager, first paragraph, is hereby revised to read:

A. Department’s Contract Manager

The Contract Manager for this Contract will be:

Shane Phillips, Operations Manager, Contract Management  
Bureau of Contract Management and Monitoring  
Department of Corrections  
501 South Calhoun Street  
Tallahassee, FL 32399-2500  
Phone: (850) 717-3957  
Fax: (850) 488-7189  
Email: [phillips.shane@mail.dc.state.fl.us](mailto:phillips.shane@mail.dc.state.fl.us)



3. Section IV., B., Department's Contract Administrator, paragraph one, is hereby revised to read:

B. Department's Contract Administrator

The Contract Administrator for this Contract will be:

Operations Manager, Contract Administration  
Bureau of Contract Management and Monitoring  
Florida Department of Corrections  
501 South Calhoun Street  
Tallahassee, Florida 32399-2500  
Telephone: (850) 717-3681  
Fax: (850) 488-7189

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

All other terms and conditions of the original Contract and any previous amendments remain in full force and effect.

This Amendment shall begin on the date on which it is signed by both parties.

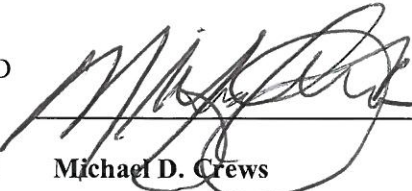
IN WITNESS THEREOF, the parties hereto have caused this Amendment to be executed by their undersigned officials as duly authorized.

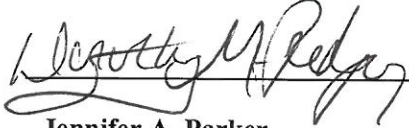
**CONTRACTOR:**  
**SECURUS TECHNOLOGIES, INC. THROUGH**  
**ITS WHOLLY OWNED SUBSIDIARY, T-NETIX**  
**TELECOMMUNICATIONS SERVICES INC.**

SIGNED BY: D. J. Reinhold  
NAME: Dennis J. Reinhold  
TITLE: V.P. / General Counsel + Secretary  
DATE: 9/19/13  
FEID #: 75-2212916

**DEPARTMENT OF CORRECTIONS**

**APPROVED AS TO FORM AND  
LEGALITY, SUBJECT TO  
EXECUTION.**

SIGNED BY:   
NAME: **Michael D. Crews**  
TITLE: **Deputy Secretary  
Department of Corrections**  
DATE: 9/20/13

SIGNED BY:   
NAME: **Jennifer A. Parker**  
TITLE: **General Counsel  
Department of Corrections**  
DATE: 9/20/13

**CONTRACT AMENDMENT BETWEEN  
THE DEPARTMENT OF CORRECTIONS**

**AND**

**SECURUS TECHNOLOGIES, INC., THROUGH ITS WHOLLY OWNED SUBSIDIARY,  
T-NETIX TELECOMMUNICATIONS SERVICES, INC.**

This is an Amendment to the Contract between the Florida Department of Corrections (“Department”) and Securus Technologies, Inc. through its wholly owned subsidiary, T-Netix Telecommunications Services, Inc. (“Contractor”) to provide Statewide inmate telephone services.

This Amendment:

- Renews the Contract for one (1) additional year pursuant to **Section I., B., Contract Renewal**. The Department is exercising its renewal option for the final renewal period;
- Revises Section III, A., Payment and Invoices, **PREPAID CALL SURCHARGE (Land and Cellular Lines)**, paragraph 2;
- Revises Section IV., A., Department’s Contract Manager, first paragraph;
- Revises Section IV., A., Department’s Contract Manager, fourth paragraph, **Operations**; and
- Revises Section IV., B., Department’s Contract Administrator, first paragraph.

Original contract period:	September 25, 2007 through September 24, 2012
Amendment #1:	July 29, 2009 through September 24, 2012
Amendment #2:	January 29, 2010 through September 24, 2012
Amendment #3:	January 20, 2012 through September 24, 2012
Amendment #4:	April 10, 2012 through September 24, 2012

In accordance with Section V., **CONTRACT MODIFICATIONS**, the following changes are hereby made:

1. **Section I., A., Contract Term**, is hereby revised to read:

A. **Contract Term**

This Contract began on September 25, 2007, and shall end at midnight on September 24, 2013.

This Contract is renewed for one (1) year.

2. **Section III., A., Payment and Invoices, paragraph 2**, is hereby revised to read:

**PREPAID CALL SURCHARGE (Land and Cellular Lines):**

The Contractor shall provide inmate telephone PREPAID CALL SURCHARGE service at the following surcharges and rates:

TYPE OF CALL	“TO CONNECT” SURCHARGE	RATE PER MINUTE
Local Extended Area	\$.50	\$0.00
Inter-lata	\$1.02	\$0.06
Intra-lata	\$1.02	\$0.06
Interstate	\$1.02	\$0.06

3. Section IV., A., Department’s Contract Manager, first paragraph, is hereby revised to read:

A. Department’s Contract Manager

The Contract Manager for this Contract will be:

Laura Carter, Senior Management Analyst Supervisor  
Office of Contract Management and Monitoring  
Department of Corrections  
501 South Calhoun Street  
Tallahassee, FL 32399-2500  
Phone: (850) 717-3955  
Fax: (850) 488-7189  
Email: [carter.laura@mail.dc.state.fl.us](mailto:carter.laura@mail.dc.state.fl.us)

4. Section IV., A., Department’s Contract Manager, fourth paragraph, **Operations**, is hereby revised to read:

The Local Contract Coordinators for this Contract will be:

**Operations:**

Geoff Pitts, Government Operations Consultant II  
Office of Contract Management and Monitoring  
501 South Calhoun Street  
Tallahassee, FL 32399-2500  
Phone: (850) 717-3958  
Fax: (850) 488-7189  
Email: [pitts.geoff@mail.dc.state.fl.us](mailto:pitts.geoff@mail.dc.state.fl.us)

5. Section IV., B., Department’s Contract Administrator, paragraph one, is hereby revised to read:

B. Department’s Contract Administrator

The Contract Administrator for this Contract will be:

Chief, Bureau of Contract Management and Monitoring  
Department of Corrections  
501 South Calhoun Street  
Tallahassee, FL 32399-2500  
Phone: (850) 717-3961

All other terms and conditions of the original Contract and any previous amendments remain in full force and effect.

This Amendment shall begin on the date on which it is signed by both parties.

IN WITNESS THEREOF, the parties hereto have caused this Amendment to be executed by their undersigned officials as duly authorized.

**CONTRACTOR:**  
**SECURUS TECHNOLOGIES, INC. through its wholly owned subsidiary, T-NEXTIX Telecommunications Services Inc.**

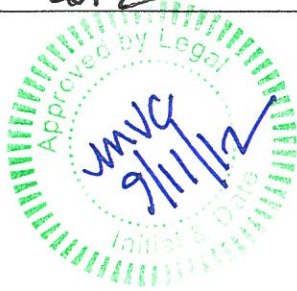
SIGNED BY: *Robert Tuckers*  
NAME: *Robert Tuckers*  
TITLE: *COO*  
DATE: *9-13-2012*  
FEID #: \_\_\_\_\_

**DEPARTMENT OF CORRECTIONS**

**APPROVED AS TO FORM AND LEGALITY, SUBJECT TO EXECUTION.**

SIGNED BY: *Kenneth S. Tucker*  
NAME: **Kenneth S. Tucker**  
TITLE: **Deputy Secretary  
Department of Corrections**  
DATE: *20 SEP 2012*

SIGNED BY: *Jennifer A. Parker*  
NAME: **Jennifer A. Parker**  
TITLE: **General Counsel  
Department of Corrections**  
DATE: *8/16/12*



CONTRACT AMENDMENT BETWEEN  
THE FLORIDA DEPARTMENT OF CORRECTIONS

AND

SECURUS TECHNOLOGIES, INC., THROUGH ITS WHOLLY OWNED SUBSIDIARY,  
T-NETIX TELECOMMUNICATIONS SERVICES, INC.

This is an Amendment to the Contract between the Florida Department of Corrections (“Department”) and T-Netix Telecommunications Services, Inc. (“Contractor”) to provide Statewide inmate telephone services.

This Amendment:

- Revises **Section II.**, E., Facility Implementation Plan and Transition of Service, paragraph 5;
- Revises **Section II.**, H., Inmate Telephone System Functionality (General);
- Revises **Section II.**, Q., 2., Other Contract Requirements, paragraph 1;
- Revises **Section III.**, A., Payment and Invoices, paragraphs 2 through 5;
- Revises **Section IV.**, A., Department’s Contract Manager;
- Revises **Section IV.**, B., Department’s Contract Administrator, paragraph 1; and
- Revises **Section VII.**, L., Disputes.

Original contract period:	September 25, 2007 through September 24, 2012
Amendment #1:	July 29, 2009 through September 24, 2012
Amendment #2:	January 29, 2010 through September 24, 2012
Amendment #3:	January 20, 2012 through September 24, 2012

In accordance with **Section V.**, **CONTRACT MODIFICATIONS**; the following changes are hereby made:

1. **Section II.**, E., Facility Implementation Plan and Transition of Service, paragraph 5, is hereby revised to read:

The Department will provide personnel from the Bureau of Contract Management and Monitoring to facilitate transition of services at each institution, including coordination of equipment installation.

2. **Section II.**, H., Inmate Telephone System Functionality (General) is hereby revised to read:

H. Inmate Telephone System Functionality (General)

The Contractor shall provide an Inmate Telephone Service (ITS) with a technology system fully supported by an infrastructure which has the capability to provide specified services such as secure and real-time monitoring of telephone calls meeting the Department’s system security requirements. In addition, the system shall contain a secure database for transactional call records and provide data feeds to the Department’s official data repository. This shall include redundant system(s) as deemed necessary to accomplish this requirement and a continuity of operations plan and disaster recovery plan which will ensure that the system and services will be available without disruption at the required service level.

**CONTRACT C2372  
AMENDMENT #4**

The ITS shall have programming setup to automatically accept the Department's "housing file" which shall update the Contractor's ITS on a daily basis to ensure the inmate's location (i.e., facility), EOS and other identifying information are accurately reported. The Department will be responsible for providing a daily "housing file" to the Contractor. This file shall contain the name and DC number of each inmate in the system, their end of sentence ("EOS") date, other identifying information and each inmate's location.

The inmate telephone system shall contain security features, which prevent unauthorized individuals from accessing any information held by the Contractor. Secure access to the system and the database shall be maintained at all times.

The Contractor shall provide complete support of all systems and software necessary to ensure provision of services at all times for the duration of the Contract. In addition, the Contractor shall monitor changes to associated interfaced systems and accommodate changes in their systems as needed to continue operations of the services and systems as specified herein.

All technical specifications and system requirements shall meet or exceed industry standards and, shall be in proper working order, clean and free from defects of features affecting appearance, serviceability, or the safety of the authorized user in normal intended use, unless otherwise required herein. The Contractor shall provide the Local Contract Coordinator – Operations with documentation of the standards (i.e., Bellcore, ANSI, etc.) to which its system will adhere.

The system shall be restricted to outgoing calls only. The system shall not process incoming calls at any time. The system shall allow for the Department to program times when the system will be operational, i.e., available or unavailable for inmate calls.

The system shall contain an automated announcement function capable of processing calls on a selective bi-lingual basis: English and Spanish. The inmate shall be able to select the preferred language using no more than a two-digit code.

During the call set-up process, the system shall provide a pre-recorded announcement, which complies with Code of Federal Regulations, Title 47, Volume 3, Part 710 (3)(ii), identifying that the collect call is coming from a specific inmate at a Florida Correctional Institution, stating rate and complaint information and containing a toll free number for the consumer's use. This announcement shall be heard by the answering party. The announcement shall also include the statement: "All telephone calls will be recorded except attorney calls."

The Contractor shall allow for the Department to have the ability to immediately and temporarily deactivate any inmate's telephone account, upon approval of the Warden/Duty Warden for any of the following reasons:

- 48-hours prior to any transfer
- 48-hours prior to any outside medical appointment
- 48-hours prior to any outside court appointment

The system shall have the capability to be deactivated (shut down), by Department or Contractor staff, quickly and selectively, at an individual facility, partial facility (single dorm) or on a global basis and to restrict all PIN access. The system shall be capable of de-activating the PIN feature by individual inmate telephone, groups of telephones and/or entire institutions, at the Department's

option. Regardless of this deactivation, the system shall restrict inmate calls to prepaid collect and normal collect calls. At no time shall the inmate telephones be unrestricted due to the deactivation of the PIN feature.

The system shall provide the capability to flag any individual telephone number in the inmate's "Approved Number List" as "Do Not Record". The default setting for each telephone number will be to record until flagged by Department personnel to the contrary.

The system shall provide capability for assigning an inmate's phone access to an individual telephone or group of telephones so that the inmate's account may only place calls from those designated telephones. These telephones shall still be capable of being used by an inmate whose phone access is not specifically assigned to an individual phone.

The Contractor shall ensure the system has a "smart fail-safe" power down service which is initiated upon alert by the uninterruptible power supply (UPS) that the UPS has switched to battery power because of a commercial mains power failure or irregularity. The system and UPS shall maintain all currently ongoing telephone calls for up to ten (10) minutes while blocking any additional call attempts after the event. After ten (10) minutes, if the UPS has not alerted the system that commercial power has been restored, the system shall power down to a quiescent state that allows it to resume full operation automatically after commercial power is restored. After power restoration, the system shall have a timer to delay for ten (10) minutes before call processing resumes to preclude unnecessary cycling if the commercial power is unstable.

In order to prevent a state-wide or region-wide system failure, there shall be control equipment at each major institution, with the exception of Gainesville CI.

#### 1. Network and Infrastructure Requirements

The Contractor shall provide a system that includes a monitoring component that is capable of being accessed through dedicated monitoring terminals and through a vendor-provided secure Internet connection from desktop, laptop or remote means by authorized Department personnel who have appropriate security clearance and have been provided Contractor-supplied security codes. The system shall be capable of monitoring calls from both dedicated monitoring terminals AND via secure, password protected internet access.

In addition, the telephone system shall interface with network services provided by local exchange carriers as well as inter-exchange carriers. This includes analog and digital facilities (i.e., analog business trunk, DS-1, etc.). The Contractor's response to the ITN provides the types of network services to which the system will interface and the purpose (use of a specific application) of such services for the Department.

#### 2. Software Requirements

The Contractor shall provide all software required to support the inmate telephone system. During the entire contract term, including any renewals, the software shall be the latest general release of the software including software for all equipment and monitoring terminals utilized in service delivery. Any software necessary for Department interface shall be provided at the expense of the Contractor, with no licensing fee to the Department.



All software must be compatible with a minimum of a Windows XP operating system and must operate with Internet Explorer version 5.5, at a minimum.

The Contractor shall provide all required software enhancements/upgrades to the system inclusive of service delivery. Beta and Field Tested Software shall not be provided unless specifically approved by the Department. Prior to any software upgrades or enhancements, the Contractor shall discuss the software benefits with the Department's Contract Manager and the Office of Information Technology.

3. Database Requirements

The Contractor shall provide a data record of all transactions through the inmate telephone system that shall be maintained in a database for monitoring and analysis of inmate telephone calls. This data is used to alert authorized Department staff of possible trends with inmate calls that could jeopardize the security of inmates, staff, or facilities.

The Contractor shall be responsible for the generation and creation of a centralized system database. The system shall provide the capability for every call in and out of the system to be recorded with a transaction record that includes, at a minimum, a recording of the telephone call in a .wav or other format acceptable to the Department.

The database shall be maintained in such a manner as to allow authorized personnel the capability to review and monitor inmate call data regardless of which Department facility is housing the inmate.

The database shall contain multiple data fields. At a minimum, the database shall contain all fields required to generate reports as indicated in Section II., M., and all information required to establish Inmate Phone Access as indicated in Section II, I., 2. Final data elements to be collected shall be subject to written approval by the Department.

The system shall provide the capability for the Department to download reports from the database, through secured internet access, as outlined in Section II., M., Reporting Requirements.

In addition, the Contractor shall provide access to the database through a secure "ftp" web server so the department can retrieve certain data on a daily basis. The Contractor shall provide certain data elements in a pipe delimited format, to be determined by the Department's Office of Information Technology. Data extracts shall be downloadable into a SQL Server database hosted by the Department of Corrections in such a manner as to allow the Department to perform further analysis on the system data.

The security and confidentiality of data in the system is of critical importance. The Contractor shall recover all inmate telephone data for all locations, to the point of full service operation, using a data backup. The Contractor shall perform all service and database back-ups and archiving. The Contractor shall provide all archival hardware, supplies, network and recovery procedures that will ensure that no data is lost.

The database shall have duplicate data storage devices with automated fail-over and automatic re-establishment of the duplicate databases upon replacement of the failed storage device and shall be equipped with automated fire detection and suppression equipment.

The system shall record all data with a historical transaction record and data shall be stored/archived for retrieval/backup in a database when requested by Department personnel in accordance with the following:

- a. All historical data shall be centrally stored and accessible for reporting purposes;
- b. This information must be available for reporting in a standard transaction file format;
- c. All current and historical data files shall be retained by the Contractor as specified for a period of five (5) years after contract expiration. Call records detail and call recordings shall be available “on-line” for a minimum of twelve (12) months from the date of the call and call records detail shall be available “off-line” for an additional forty-eight (48) months, or a total of sixty (60) months from the date of the call. “Off-line” records shall be in a format readily accessible to the Department upon request; and
- d. This information shall be available at no charge to the Department after termination of the contract.

All data shall remain the property of the Department and the Contractor shall not use data for any purpose other than as required in the contract without written permission of the Local Contract Coordinator - Operations

#### 4. System Calling Protocol Requirements

The Contractor shall ensure the system will only initiate calls in a “collect call” mode (prepaid or normal collect calls) to land and cellular lines with Billing Number Addresses (BNA’s) for all inmate telephone calls. The only exception to this requirement will be for calls placed on coin-operated telephones at identified Work Release Centers. It is the responsibility of the Contractor to make the determination based on BNA information provided as to whether or not the telephone provider of the family and friends meets the criteria of the contract before approving their ability to accept calls from an inmate.

Calls shall be processed at a speed of fifteen (15) to thirty (30) seconds or faster and “call set-up time” shall not exceed six (6) seconds from completion of dialing to first ring. The system shall not provide a second dial tone to an inmate telephone without the inmate hanging-up the telephone receiver after the first call is completed.

Each call placed through the system shall be electronically identified by the system as being a call originating from a Florida Correctional Institution in 100% of the cases with or without the accompanying inmate PIN.

The system shall provide the option of either English or Spanish voice messages or prompts as programmed through a single prompt at the beginning of each call. The default setting for each inmate shall be English until flagged by Department personnel to Spanish. It is desirable that the system provide standard language prompts other than English and Spanish. The language provided shall be controlled by the inmate’s account information. The Contractor shall provide a list of languages available to the Local Contract Coordinator - Operations upon request.

The system shall provide automated notification to an inmate of the call status (i.e., ringing, busy, etc). This notification may either be in the form of ringing, busy tones, Special Information Tone (SIT), or appropriate recorded messages.

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The system shall allow the inmate to hear the processing of the placed call to determine if a SIT with message or an answering device (i.e., answering machine, voice mail, etc.) has answered the call. At no time shall the system allow the inmate to speak (restricted voice channel) until the called party has accepted the call.

The system shall announce to the called party the name of the calling inmate, informing the called party how to accept calls and announcing to the called party the call charge rate, prior to acceptance, when a call is placed. The activation or deactivation of these features shall be determined by the Department.

If the party called does not accept a call, or if no one answers the call, the system shall inform the inmate of the situation and not simply disconnect the call.

The system shall allow for a minimum "ring time" prior to disconnecting the inmate call. This "ring time" parameter shall be established within set parameters determined by the Department and shall be consistent among Department facilities.

The system shall allow a called party to deny all future calls of a particular type from an inmate and shall provide notice to the inmate placing the call of such action.

The system shall accept the called party's response via Dual Tone Multi Frequency (DTMF) Touch-Tone Pad input from the telephone and voice response (Yes/No Response).

The system shall interject messages into a telephone call at random intervals (i.e., "this call is from a Florida Correctional Institution") as deemed necessary by the Department. The activation or deactivation of this feature shall be determined by the Department.

The system shall allow a called party to activate a code (via the touch tone pad of their telephone) that automatically deletes their telephone number from the calling inmate's "Authorized Telephone Number List".

The system shall also provide an alert or notification to authorized Department personnel to ensure that the inmate does not add any number deleted via the above indicated feature to his/her requested list of telephone numbers in the future. Notification or alert to the Department shall be via automated system update to the inmate's account information file.

**5. System Voice Quality Requirements**

The ITS shall provide quality of voice connections that meet or exceed appropriate industry standards in the United States and standards enacted by appropriate industry agencies or other organizations for transmitted and received levels, noise, cross talk and frequency range(s). The Contractor shall provide the Local Contract Coordinator - Operations with documentation of the standards (i.e., Bellcore, ANSI, etc.) to which its system adheres.

The voice quality level referenced above shall be in place for all telephone services at all stages of a call and shall not be affected by any other system feature, function or capability.

6. System Call Blocking Requirements

The ITS shall have call block capability and shall be responsible for ensuring that the system is programmed for call blocking.

Call blocking requirements shall apply to all inmate telephone equipment unless otherwise specified, and shall include, but not be limited to, the following types of calls:

- a. calls made to business numbers identified during the billing number address (BNA) search.
- b. calls made to any 911 number;
- c. calls made to any telephone numbers which incur excess charges, such as 900, 972, 976, 550, etc.;
- d. calls to current long distance carrier access numbers (i.e., 10333, 10285) or future 101-XXXX carrier access numbers;
- e. calls for all local numbers which access long distance carriers (i.e., 950-XXXX);
- f. call access to directory assistance access numbers (i.e., 411, 555-1212, etc.);
- g. call access to toll free numbers (i.e., 800, 888, 877, etc.) except the Florida Relay Service toll-free number(s), so that hearing impaired inmates may access a "Telephone Devices for the Deaf" (TDD) service; and
- h. calls made to pre-paid or pay-as-you-go phones or call access to any number upon request of the Department.

Only the following call blocking requirements shall apply to the coin-operated telephone equipment located at the Department's work release centers:

- i. calls made to any 911 number;
- j. calls made to any telephone numbers which incur excess charges, such as 900, 972, 976, 550, etc.;
- k. call access to toll free numbers (i.e., 800, 888, 877, etc.) except the Florida Relay Service toll-free number(s), so that hearing impaired inmates may access a "Telephone Devices for the Deaf" (TDD) service; and
- l. call access to any number upon request by the Department.

Call blocking shall not apply to coin-operated phones for visitors or the public at-large.

7. System Monitoring, Call Recording and Playback History Requirements

As set forth in Section II., H., 1., the inmate telephone system shall include a monitoring component that is capable of being accessed from a vendor-provided dedicated monitoring terminal and through a vendor-provided secure Internet connection from desktop, laptop or remote means by authorized Department personnel who have appropriate security clearance and have been provided Contractor-supplied security codes. The ITS shall monitor calls from both dedicated monitoring terminals AND via secure, password protected internet access.

The system shall allow for "real time" audible monitoring of inmate calls by specific inmate PIN number and/or terminating number entered by authorized Department personnel. The system shall allow for monitoring of inmate calls while in process ("real time") and shall be

configurable to allow for auto-forwarding specified calls in a “listen only” mode to a pre-designated telephone number in the Inspector General’s (IG) Office.

The system shall have query and search capabilities allowing Department investigators to quickly access telephone conversations that occurred during specific time periods, and/or were made from specific telephone instrument locations, etc.

The system shall record all inmate calls simultaneously and at any time (in “real time”) that a call is placed.

The call recording functionality shall be a fully digitalized service allowing for the use of a compact disc recorder (CD burner) utilizing industry standard recording file formats.

The system shall create a record of all calls that are monitored by any Department employee. This record will display an indicator, visible in that call entry that is in the list of inmate calls, which will indicate if that call has been played back by anyone. This indicator, which can be as simple as an icon that is activated when the call has been played back, will link to the detailed playback history of the call. The detailed playback history will list each date and time that the call was played back and the identity of the person who accessed the call.

This playback history shall only be visible to personnel from the Office of the Inspector General and access to this feature shall only be granted by the appropriate approving authority in the Inspector General’s office. Non-Inspector General personnel shall not have the ability to view or retrieve any call playback history information.

**8. System Restriction, Fraud Control and Notification Requirements**

The security and confidentiality of inmate-placed telephone calls is of critical importance. ITS security features which prevent unauthorized individuals from accessing any information held by the Contractor will provide for restriction to the system, fraud control for prevention purposes, and notification capabilities for attempted security violations or breaches. Secure access to the system shall be maintained at all times. The ITS shall have security capabilities that include, but are not limited to, the following:

- a. Fraud prevention features, which randomly interject pre-recorded announcements throughout the duration of the conversation to the called party indicating the source of the call.
- b. Detection and prevention capabilities related to fraudulent, illicit or unauthorized activity capable of detecting unusual or suspicious number sequences dialed or dialing patterns which the system identifies as possible attempts to commit fraud.
- c. A call alert feature. This feature shall alert Department personnel that a designated inmate is placing a call to a specific number that has been assigned alert status. This status is an investigative tool which will be activated by authorized Department personnel.
- d. Ability to detect an attempt by the called party to initiate a 3-way or conference call, to immediately terminate the call and to make a “notation” in the database on the inmate’s call with immediate notification by e-mail to the Assistant Warden for Programs and the Inspector General’s Office at that institution.

- e. Ability to immediately terminate a call if it detects that a called party's telephone number is call forwarded to another telephone number. The system shall make a "notation" in the database on the inmate's call and shall provide immediate notification of the attempt by e-mail to the Assistant Warden for Programs and the Inspector General's Office at that institution.
- f. Ability to deactivate the restrictions on the called party's attempt to initiate a 3-way or conference call on a per number dialed, per inmate basis. The system shall permit call transfer or 3-way conferencing of specific inmate calls placed to pre-designated privileged telephone numbers such as attorneys.
- g. Ability during any call to block the out-pulsing of all digits pressed by the inmate and all hook switch "flash" attempts, after the PIN and calling list number have been input, such that no dual tone multi-frequency (DTMF) or hook switch "flashes" will appear on the outside line.
- h. Capability for the Department to immediately and remotely turn telephones on and off, including individual telephones, groups of telephones, or an entire Department facility by Department staff with the appropriate authorization level. This service shall be available, via telephone, 24/7.

9. System Access Management Component

The system shall provide for authorized user access for the purposes of managing inmate phone access information in real time. Authorized Department staff and Contractor staff, as authorized by the Local Contract Coordinator - Operations and/or the Inspector General's Office, shall have the ability to immediately enter, delete, change, or modify any inmate phone system access information including, but not limited to calling privileges or restrictions pertaining to inmates.

The system shall allow for authorized Department user access to be established upon application by the prospective user and the approval of the concerned warden or assistant warden, and a designated representative from the Inspector General's Office, Central Office. This approval authorization shall be given only to the incumbent in these positions and cannot be delegated or assigned. Levels of authorized access shall be a menu-driven selection configured for each user, listing the various components of the system. Any modifications to access levels shall go through the same approval process as above.

Deactivation of user accounts may be approved by any one of the above-cited approving authorities individually, with an electronic notice sent to the designated Inspector General's Office representative.

The creation, approval, and modification of user accounts shall be available in both electronic and paper format. Accounts opened manually (with paper application) shall be processed into the electronic user account system by the ITS Contractor.

The system shall allow the creation of lists of currently authorized users by facility and/or IG Office as needed. A system-wide list of all current authorized users shall be provided to the Inspector General's Office, Central Office, quarterly. The system shall also maintain a list of all users, active or inactive, searchable by the user's last name, first name, and containing all periods of account activation.

The system shall allow Department personnel to temporarily restrict or disconnect service to an individual inmate telephone or station.

#### 10. System Network Status Monitoring Component

The ITS shall provide a system network status monitoring component. The system status monitoring component shall, at a minimum:

- a. Show graphically in real-time the status of the system components at each Department facility and other locations, to include but not be limited to, call processor equipment, call monitoring equipment, call recording equipment, telephone station equipment, and network circuit connections.
- b. Show component status in a minimum of two conditions: "Green" for normal operation, and "Red" for failed or failing operation.
- c. Provide automatic reporting of component status changes (not manual input).
- d. Display and record event times, i.e., when any component changes status from "Red" to "Green", or vice-versa.
- e. Provide the service technicians the ability to log acknowledgments of component failures, log acceptance of responsibility for repair, and log comments on action taken.
- f. Provide the Contractor's ITS System Administrator accessibility to the display of status at all times. The status display shall be available at other locations such as the Contract Manager's office, via intranet computer access. Department personnel shall be allowed to observe the system status display at any time upon demand. All event records and technician logs shall be maintained for a minimum of thirty (30) days and shall be available to authorized Department personnel upon request.

#### 11. System Testing

Upon contract execution, the Contractor shall provide a complete and comprehensive functional test plan to assure the Department of the system's readiness to accept inmate calling traffic. This test plan shall include a checklist of items to be performed by the Contractor's implementation team and verified by the Department's staff.

#### 12. System Acceptance

The Contractor shall provide a complete and comprehensive acceptance plan for the system at each Department facility. System acceptance shall be determined by a consecutive thirty (30) day period during which the system must function "error free" after installation. The Contractor shall work with the Department to determine the actual definition of "error free" operation. Failure of the system to meet mutually agreed upon acceptance criteria for more than thirty (30) consecutive days may result in a request for replacement by the Department for that particular system component.

#### 13. System Documentation

At the completion of the implementation/installation, the Contractor shall provide to each Department facility, the Contract Manager, and the Local Contract Coordinator-Operations, a complete set of service reference manuals that shall include information specific to the installation at the respective facility.

In addition, after installation at each respective institution, the Contractor shall supply documentation containing service request contact numbers, instructions on reporting and escalation procedures to the Local Contract Coordinator - Operations and Assistant Warden for Programs at the respective institution.

14. System Disaster Recovery

The Contractor shall have a written Disaster Recovery Plan and Continuity of Operations Plan and associated internal system equipment that shall be capable of providing for support in case of failures in power, telephone system, data networking, and Contractor's equipment at its host site through the user-level equipment provided by the Contractor, and for all natural or man-made disasters including flood or fire at the host facility. These plans and all updates will be reviewed and accepted by the Department and kept for reference purposes by the Department's Local Contract Coordinator - Operations, Office of Institutions, and Office of Information Technology.

The system shall be capable of recovering from a power outage automatically or remotely once commercial power is restored.

15. System Technical Assistance/Contractor Customer Service Center

The Contractor shall provide remote diagnostic support and trouble-shooting technical assistance for system and equipment twenty-four (24) hours a day, seven (7) days a week, including holidays.

The Contractor shall provide the authorized users a toll free contact number, answered, twenty-four (24) hours a day, seven (7) days a week for the purpose of reporting problems that might be experienced.

In addition, the Contractor shall provide a centralized Customer Service Center located in the Continental United States (preferably within the State of Florida) which is operational twenty-four (24) hours a day, seven (7) days a week, including holidays. The Contractor's Customer Service Center shall be responsible for handling all calls from family and friends regarding service issues, billing and any other issues relating to the ITS provided by the Contractor.

The Contractor shall also ensure that a minimum of two Service Representatives, as delineated in Section II., N., are provided specifically for staffing the Central Office location. The responsibilities of these individuals will include handling of inmate family complaints as well as the additional duties specified for Field Service Representatives in Section II., N.

16. Grievances

Inmates have the opportunity to file grievances about any aspect of their incarceration, including the provision of the ITS. Any grievances filed by inmates regarding the ITS shall be referred to the Contractor's Representative or designee, identified in Section IV, who shall review the informal grievance and provide information to the Warden or his/her designee for response as necessary. The Contractor shall furnish all information in a timely manner and in keeping with all applicable response deadlines. Any grievances not satisfied at the institutional level can be appealed by the inmate to the Bureau of Policy Management and Inmate Appeals for resolution. The Contract Manager reserves the right to resolve grievance matters on the



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Department's behalf. The Contractor shall provide the ITS within the parameters as defined in Section II., Scope of Service and as directed by the Department.

3. **Section II., Q., 2.,** Other Contract Requirements, paragraph 1, is hereby revised to read:

2. Other Contract Requirements

Monitoring for Other Contract Requirements, identified in Section II., P., 2., shall be conducted no less than twice a year. Such monitoring may include, but is not limited to, both announced and unannounced site visits.

4. **Section III., A.,** Payment and Invoices, paragraphs 2 through 5, is hereby revised to read:

The Department established a fixed "to connect" surcharge for service delivery of its ITS. The "to-connect" surcharge established by the Department shall be utilized by the Contractor for local, local extended area calls, and for all calls on the North American Dialing Plan, including interlata, intralata, and interstate calls. There shall be no additional rate per minute charges allowed for local coin and local extended area calls.

**COLLECT CALL SURCHARGE (Land and Cellular Lines):**

The Contractor shall provide inmate telephone COLLECT CALL service at the following surcharges and rates:

TYPE OF CALL	"TO CONNECT" SURCHARGE	RATE PER MINUTE
Local Extended Area	\$.50	\$0.00
Inter-lata	\$1.20	\$0.06
Intra-lata	\$1.20	\$0.06
Interstate	\$1.20	\$0.06

**PREPAID CALL SURCHARGE (Land and Cellular Lines):**

The Contractor shall provide inmate telephone PREPAID CALL SURCHARGE service at the following surcharges and rates:

TYPE OF CALL	"TO CONNECT" SURCHARGE	RATE PER FIVE MINUTE INCREMENT
Local Extended Area	\$.50	\$0.00
Inter-lata	\$1.02	\$0.30
Intra-lata	\$1.02	\$0.30
Interstate	\$1.02	\$0.30

**COIN OPERATED TELEPHONES (Land and Cellular Lines):**

The Contractor shall provide inmate telephone COIN OPERATED TELEPHONES service at the following surcharges and rates:

TYPE OF CALL	“TO CONNECT” SURCHARGE	RATE PER FIVE MINUTE INCREMENT
Local Coin	\$.50	\$0.00
Local Extended Area	\$.50	\$0.00
Inter-lata	\$1.20	\$0.30
Intra-lata	\$1.20	\$0.30
Interstate	\$1.20	\$0.30

TYPE OF CALL	“TO CONNECT” SURCHARGE	RATE PER FIVE MINUTE INCREMENT
1+Inter-lata	\$1.20	\$0.30
1+Intra-lata	\$1.20	\$0.30
1+Interstate	\$1.20	\$0.30

NOTE: Any fees, surcharges, or other types of costs associated with the Florida Relay Service are the responsibility of the family and friends accepting calls from inmates utilizing this service. The Contractor is only responsible for ensuring that inmates have the ability to connect to the Florida Relay Service, and is not responsible for ensuring the rates charged to the family and friends are the same as those rates provided in this section.

5. **Section IV.**, A., Department’s Contract Manager, is hereby revised to read:

A. Department’s Contract Manager

The Contract Manager for this Contract will be:

Lynn Hart, Chief  
Office of Contract Management and Monitoring  
Department of Corrections  
501 South Calhoun Street  
Tallahassee, FL 32399-2500  
Phone: (850) 717-3961  
Fax: (850) 922-8897  
Email: [Hart.Lynn@mail.dc.state.fl.us](mailto:Hart.Lynn@mail.dc.state.fl.us)

The Contract Manager will perform the following functions:

1. Maintain a contract management file;
2. Serve as the liaison between the Department and the Contractor;
3. Verify receipt of deliverables from the Contractor;
4. Monitor the Contractor’s progress;
5. Evaluate the Contractor's performance;
6. Direct the Contract Administrator to process all amendments, renewals and terminations of this Contract;
7. Evaluate Contractor performance upon completion of the overall Contract. This evaluation will be placed on file and will be considered if the Contract is subsequently used as a reference in future procurements.

The Contract Manager may delegate the following functions to the Local Contract Coordinators (LCC):

1. Verify receipt of deliverables from the Contractor;
2. Monitor the Contractor's performance; and
3. Will notify the Contract Manager that the work is completed and will email and /or fax any documents relating to the service.

The Local Contract Coordinators for this Contract will be:

**Operations:**

Lisa Stokes, OMC Manager  
Office of Contract Management and Monitoring  
501 South Calhoun Street  
Tallahassee, FL 32399-2500  
Phone: (850) 717-3678  
Fax: (850) 922-8897  
Email: [Stokes.Lisa@mail.dc.state.fl.us](mailto:Stokes.Lisa@mail.dc.state.fl.us)

**Accounting:**

Michael Deariso  
Chief, Finance and Accounting

**Mailing Address:**  
501 South Calhoun Street  
Tallahassee, FL 32399-2500

**Physical Address:**  
4070 Esplanade Way  
Tallahassee, FL 32311  
Phone: (850) 717-3827  
Fax: (850) 488-1196  
Email: [deariso.michael@mail.dc.state.fl.us](mailto:deariso.michael@mail.dc.state.fl.us)

6. **Section IV., B., Department's Contract Administrator**, paragraph one, is hereby revised to read:

B. **Department's Contract Administrator**

The Contract Administrator for this Contract will be:

Chief, Bureau of Procurement & Supply  
Department of Corrections  
501 South Calhoun Street  
Tallahassee, FL 32399-2500  
Phone: (850) 717-3700  
Fax: (850) 488-7189

7. **Section VII., L., Disputes**, is hereby revised to read:

Any dispute concerning performance of this Contract shall be resolved informally by the Contract Manager. Any dispute that cannot be resolved informally shall be reduced to writing and delivered to the Department's Chief of Staff. The Chief of Staff shall decide the dispute, reduce the decision to writing, and deliver a copy to the contractor, the Contract Manager and the Contract Administrator.

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to the Department's Chief of Staff. The Chief of Staff shall decide the dispute, reduce the decision to writing, and deliver a copy to the contractor, the Contract Manager and the Contract Administrator.

All other terms and conditions of the original Contract and any previous amendments remain in full force and effect.

This Amendment shall begin on the date on which it is signed by both parties.

IN WITNESS THEREOF, the parties hereto have caused this Amendment to be executed by their undersigned officials as duly authorized.

**CONTRACTOR:**  
**SECURUS TECHNOLOGIES, INC. through its wholly owned subsidiary, T-NEXTIX Telecommunications Services Inc.**

SIGNED  
BY: Robert Picken  
NAME: Robert Picken  
TITLE: COO  
DATE: 4/5/2012  
FEID #: 752722144

**DEPARTMENT OF CORRECTIONS**

Approved as to form and legality,  
subject to execution.

SIGNED  
BY: Kenneth S. Tucker  
NAME: **Kenneth S. Tucker**  
TITLE: **Secretary  
Department of Corrections**  
DATE: 4/10/12

SIGNED  
BY: Jennifer Parker  
NAME: **Jennifer Parker**  
TITLE: **General Counsel  
Department of Corrections**  
DATE: 3/28/12

CONTRACT AMENDMENT BETWEEN  
THE FLORIDA DEPARTMENT OF CORRECTIONS

AND

SECURUS TECHNOLOGIES, INC., THROUGH ITS WHOLLY OWNED SUBSIDIARY,  
T-NETIX TELECOMMUNICATIONS SERVICES, INC.

This is an Amendment to the Contract between the Florida Department of Corrections (“Department”) and T-Netix Telecommunications Services, Inc. (“Contractor”) to provide Statewide inmate telephone services.

This Amendment:

- Revises **Section II.**, N., Contractor Staff Requirements;
- Revises **Section III.**, A., Payments and Invoices;
- Revises **Section IV.**, A., Department’s Contract Manager; and
- Revises **Section IV.**, B., Department’s Contract Administrator, first paragraph.

Original contract period:	September 25, 2007 through September 24, 2012
Amendment #1:	July 29, 2009 through September 24, 2012
Amendment #2:	January 29, 2010 through September 24, 2012

In accordance with **Section V., CONTRACT MODIFICATIONS**; the following changes are hereby made:

1. **Section II.**, N., Contractor Staff Requirements, is hereby revised to add #4.

4. Utilization of E-Verify

As required by State of Florida Executive Order Number 11-116, the Contractor identified in this Contract is required to utilize the U.S. Department of Homeland Security’s E-Verify system to verify employment eligibility of: all persons employed during the contract term by the Contractor to perform employment duties pursuant to the Contract, within Florida; and all persons, including subcontractors, assigned by the Contractor to perform work pursuant to the Contract with the Department. (<http://www.uscis.gov/e-verify>) Additionally, the Contractor shall include a provision in all subcontracts that requires all subcontractors to utilize the U.S. Department of Homeland Security’s E-Verify system to verify employment eligibility of: all persons employed during the contract term by the Contractor to perform work or provide services pursuant to this Contract with the Department.

2. **Section III.**, A., Payments and Invoices, is hereby revised to add:

4. Internet Access for Service Representatives

The Contractor shall reimburse the Department for recurring costs associated with providing internet access for two (2) Service Representatives located at the Department’s central office. The

Department shall provide two digital subscriber lines (DSL) that will operate at a speed of no less than 7.1 Mbps/768 kbps.

The Contractor shall submit payment on a monthly basis. The Department shall provide a monthly invoice to the Contractor based on the recurring costs associated with providing this service.

5. Final Commission Payment

The Contractor shall submit the final commission payment to the Department no more than forty-five (45) days after the end date of this Contract. If the Contractor fails to do so, the Contractor agrees to submit additional payment in the amount of fifteen hundred dollars (\$1,500.00) per day for each day of late submission (See Section II., R., 2., e.).

6. Subcontracts

No payments shall be made to the Subcontractor until all subcontracts have been approved, in writing by the Department.

3. **Section IV.**, A., Department's Contract Manager, is hereby revised to read:

A. Department's Contract Manager

The Contract Manager for this Contract will be:

Lynn Hart, Chief  
Bureau of Strategic Contracts  
Department of Corrections

**Mailing Address:**

501 South Calhoun Street  
Tallahassee, FL 32399-2500

**Physical Address:**

4070 Esplanade Way  
Tallahassee, FL 32311

Phone: (850) 717-3961

Fax: (850) 922-8897

Email: [Hart.Lynn@mail.dc.state.fl.us](mailto:Hart.Lynn@mail.dc.state.fl.us)

The Contract Manager will perform the following functions:

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4. Monitor the Contractor's progress;
5. Evaluate the Contractor's performance;
6. Direct the Contract Administrator to process all amendments, renewals and terminations of this Contract;
7. Evaluate Contractor performance upon completion of the overall Contract. This evaluation will be placed on file and will be considered if the Contract is subsequently used as a reference in future procurements.

The Contract Manager may delegate the following functions to the Local Contract Coordinator (LCC):

1. Verify receipt of deliverables from the Contractor;
2. Monitor the Contractor's performance; and
3. Will notify the Contract Manager that the work is completed and will email and /or fax any documents relating to the service.

The Local Contract Coordinator for this Contract will be:

**Operations:**

Lisa Stokes, OMC Manager  
Bureau of Strategic Contracts

**Mailing Address:**

501 South Calhoun Street  
Tallahassee, FL 32399-2500

**Physical Address:**

4070 Esplanade Way  
Tallahassee, FL 32311  
Phone: (850) 717-3678  
Fax: (850) 922-8897  
Email: [Stokes.Lisa@mail.dc.state.fl.us](mailto:Stokes.Lisa@mail.dc.state.fl.us)

**Accounting:**

Michael Deariso  
Finance and Accounting Director III

**Mailing Address:**

501 South Calhoun Street  
Tallahassee, FL 32399-2500

**Physical Address:**

4070 Esplanade Way  
Tallahassee, FL 32311  
Phone: (850) 717-3827  
Fax: (850) 488-1196  
Email: [deariso.michael@mail.dc.state.fl.us](mailto:deariso.michael@mail.dc.state.fl.us)

4. **Section IV., B., Department's Contract Administrator**, first paragraph, is hereby revised to read:

B. Department's Contract Administrator

The Contract Administrator for this Contract will be:

Chief, Bureau of Procurement & Supply  
Department of Corrections

**Mailing Address:**

501 South Calhoun Street  
Tallahassee, FL 32399-2500

**Physical Address:**

4070 Esplanade Way  
Tallahassee, FL 32311  
Phone: (850) 717-3700  
Fax: (850) 488-7189

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

All other terms and conditions of the original Contract and any previous amendments remain in full force and effect.

This Amendment shall begin on the date on which it is signed by both parties.

IN WITNESS THEREOF, the parties hereto have caused this Amendment to be executed by their undersigned officials as duly authorized.

**CONTRACTOR:**  
**SECURUS TECHNOLOGIES, INC.** through its wholly owned  
subsidiary, **T-NEXTIX Telecommunications Services Inc.**

SIGNED BY: Robert Pickens  
NAME: Robert Pickens  
TITLE: COO  
DATE: 1-11-12  
FEID #: \_\_\_\_\_



**DEPARTMENT OF CORRECTIONS**

Approved as to form and legality,  
subject to execution.

SIGNED BY: Kenneth S. Tucker  
NAME: **Kenneth S. Tucker**  
TITLE: **Secretary  
Department of Corrections**  
DATE: 1/20/12

SIGNED BY: Jennifer A. Parker  
NAME: **Jennifer A. Parker**  
TITLE: **General Counsel  
Department of Corrections**  
DATE: 12/6/11



CONTRACT AMENDMENT BETWEEN  
THE FLORIDA DEPARTMENT OF CORRECTIONS

AND

SECURUS TECHNOLOGIES, INC., THROUGH ITS WHOLLY OWNED SUBSIDIARY,  
T-NETIX TELECOMMUNICATIONS SERVICES, INC.

This is an Amendment to the Contract between the Florida Department of Corrections ("Department") and T-Netix Telecommunications Services, Inc. ("Contractor") to provide Statewide inmate telephone services.

This Amendment:

- Revises Section III., A., Compensation fourth paragraph, COIN OPERATED TELEPHONES.

Original contract period:  
Amendment #1

September 25, 2007 through September 24, 2012  
July 29, 2009 through September 24, 2012

In accordance with Section V., Contract Modifications; the following changes are hereby made:

1. Section III., A., Compensation, fourth paragraph, COIN OPERATED TELEPHONES is hereby revised to read:

**III. COMPENSATION**

**COIN OPERATED TELEPHONES:**

The Contractor shall provide inmate telephone COIN OPERATED TELEPHONE service at the following surcharges and rates:

TYPE OF CALL	"TO CONNECT" SURCHARGE	RATE PER MINUTE
Local Coin	\$.50	\$0.00
Local Extended Area	\$.50	\$0.00
Inter-lata	\$1.20	\$0.04
Intra-lata	\$1.20	\$0.04
Interstate	\$1.20	\$0.04

TYPE OF CALL	"TO CONNECT" SURCHARGE	RATE PER FIVE MINUTE INCREMENT
1+ Inter-lata	\$1.20	\$0.20
1+ Intra-lata	\$1.20	\$0.20
1+ Interstate	\$1.20	\$0.20

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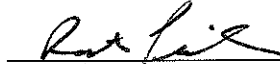
All other terms and conditions of the original Contract and any previous amendments remain in full force and effect.

This Amendment shall begin on the date on which it is signed by both parties.

IN WITNESS THEREOF, the parties hereto have caused this Amendment to be executed by their undersigned officials as duly authorized.

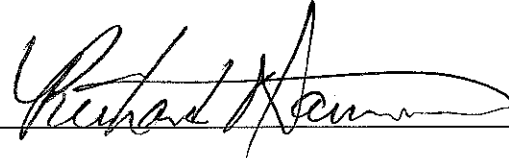
**CONTRACTOR:**

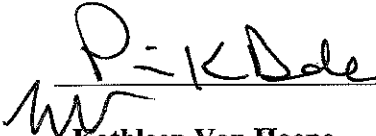
**SECURUS TECHNOLOGIES, INC.** through its wholly owned subsidiary, **T-NEXTIX Telecommunications Services Inc.**

SIGNED BY:   
NAME: Robert T. Lyons  
TITLE: Chief Marketing Officer  
DATE: 1-8-10  
FEID #: 20-0722 940

**DEPARTMENT OF CORRECTIONS**

Approved as to form and legality,  
subject to execution.

SIGNED BY:   
NAME: **Richard D. Davison**  
TITLE: **Deputy Secretary  
Department of Corrections**  
DATE: 1/29/10

SIGNED BY:   
NAME: **Kathleen Von Hoene**  
TITLE: **General Counsel  
Department of Corrections**  
DATE: 12-21-09

CONTRACT AMENDMENT BETWEEN  
THE DEPARTMENT OF CORRECTIONS  
AND

SECURUS TECHNOLOGIES, INC., THROUGH ITS WHOLLY OWNED SUBSIDIARY,  
T-NETIX TELECOMMUNICATIONS SERVICES, INC.

This is an Amendment to the Contract between the Florida Department of Corrections ("Department") and T-Netix Telecommunications Services, Inc. ("Contractor") to provide Statewide inmate telephone services.

This Amendment:

- Revises **Section III., A., COMPENSATION** to revise the COLLECT CALL SURCHARGE table, to revise the PREPAID CALL SURCHARGE table and to insert the COIN OPERATED TELEPHONES table; and
- Revises **Section IV., B. Department's Contract Administrator.**

Original contract period: September 25, 2007 through September 24, 2012

In accordance with Section V., Contract Modifications; the following changes are hereby made:

1. **Section III., A., COMPENSATION**, is hereby revised to revise the COLLECT CALL SURCHARGE table, to revise the PREPAID CALL SURCHARGE table and to insert the COIN OPERATED TELEPHONES table read:

**III. COMPENSATION**

**A. Payments and Invoices**

The Department established a fixed "to connect" surcharge for service delivery of its ITS. The "to-connect" surcharge established by the Department shall be utilized by the Contractor for local, local extended area calls, and for all calls on the North American Dialing Plan, including interlata, intralata, and interstate calls. There shall be no additional rate per minute charges allowed for local coin and local extended area calls.

**COLLECT CALL SURCHARGE:**

The Contractor shall provide inmate telephone COLLECT CALL service at the following surcharges and rates:

TYPE OF CALL	"TO CONNECT" SURCHARGE	RATE PER MINUTE
Local Extended Area	\$0.50	\$0.00
Inter-lata	\$1.20	\$0.04
Intra-lata	\$1.20	\$0.04
Interstate	\$1.20	\$0.04

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**PREPAID CALL SURCHARGE:**

The Contractor shall provide inmate telephone PREPAID CALL service at the following surcharges and rates:

TYPE OF CALL	"TO CONNECT" SURCHARGE	RATE PER MINUTE
Local Extended Area	\$.50	\$0.00
Inter-lata	\$1.02	\$0.04
Intra-lata	\$1.02	\$0.04
Interstate	\$1.02	\$0.04

**COIN OPERATED TELEPHONES:**

The Contractor shall provide inmate telephone COIN OPERATED TELEPHONE service at the following surcharges and rates:

TYPE OF CALL	"TO CONNECT" SURCHARGE	RATE PER MINUTE
Local Coin	\$.50	\$0.00
Local Extended Area	\$.50	\$0.00
Inter-lata	\$1.20	\$0.04
Intra-lata	\$1.20	\$0.04
Interstate	\$1.20	\$0.04

2. Section IV., B. Department's Contract Administrator, is hereby revised to read:

B. Department's Contract Administrator

The Contract Administrator for this Contract will be:

Robert E. Staney, Chief  
Bureau of Procurement & Supply  
Department of Corrections  
2601 Blair Stone Road  
Tallahassee, Florida 32399-2500  
Phone: (850) 488-6671  
Fax: (850) 922-5330  
Email: [staney.bob@mail.dc.state.fl.us](mailto:staney.bob@mail.dc.state.fl.us)

The Contract Administrator will perform the following functions:

1. Maintain the official Contract file;
2. Process all Contract amendments, renewals, and termination of the Contract; and
3. Maintain the official records of all formal correspondence between the Department and the Contractor.


All other terms and conditions of the original Contract remain in full force and effect.

This Amendment shall begin on the date on which it is signed by both parties.

IN WITNESS THEREOF, the parties hereto have caused this Amendment to be executed by their undersigned officials as duly authorized.


**CONTRACTOR:**


**SECURUS TECHNOLOGIES, INC. through its wholly owned subsidiary, T-NEXTIX  
Telecommunications Services Inc.**

SIGNED  
BY:   
NAME: Robert Pickens  
TITLE: CMO  
DATE: 7/1/09  
FEID #: 20-0722940

**DEPARTMENT OF CORRECTIONS**

Approved as to form and legality,  
subject to execution.

SIGNED  
BY:   
NAME: **Richard D. Davison**  
TITLE: **Deputy Secretary  
Department of Corrections**  
DATE: 7/29/09

SIGNED  
BY:   
NAME: **Kathleen Von Hoene**  
TITLE: **General Counsel  
Department of Corrections**  
DATE: 6/12/09

**CONTRACT BETWEEN**  
**THE DEPARTMENT OF CORRECTIONS**

**AND**

**SECURUS TECHNOLOGIES, INC., THROUGH ITS WHOLLY OWNED SUBSIDIARY,  
T-NETIX TELECOMMUNICATIONS SERVICES, INC.**

This Contract is between the Florida Department of Corrections ("Department") and SECURUS Technologies, Inc., through its wholly owned subsidiary, T-Netix Telecommunications Services, Inc. ("Contractor") which are the parties hereto.

**WITNESSETH**

Whereas, the Department is responsible for the inmates and for the operation of, and supervisory and protective care, custody and control of, all buildings, grounds, property and matters connected with the correctional system in accordance with Section 945.04, Florida Statutes;

Whereas, the Contractor is a qualified and willing participant with the Department to provide statewide inmate telephone services;

Whereas, this Contract is Revenue Generating and is not a purchase as contemplated by Chapter 287, Florida Statutes;

Whereas, although not required to be procured through a competitive solicitation, this contract resulted from the Department's issuance of ITN #06-DC-7695.

Therefore, in consideration of the mutual benefits to be derived hereby, the Department and the Contractor do hereby agree as follows:

**I. CONTRACT TERM AND RENEWAL**

A. Contract Term

This Contract shall begin on the date on which it is signed by both parties, and shall end at midnight five (5) years from the date of execution. In the event this Contract is signed by the parties on different dates, the latter date shall control.

This Contract is in its initial term.

B. Contract Renewal

The Department has the option to renew this Contract for one additional five (5) year period after the initial Contract period upon the same terms and conditions contained herein and at the renewal prices indicated in Section III, Compensation. Exercise of the renewal option is at the Department's sole discretion and shall be conditioned, at a minimum, on the Contractor's performance of this Contract and subject to the availability of funds. The Department, if it desires to exercise its renewal option, will provide written notice to the Contractor no later than thirty (30) days prior to the Contract expiration date. The renewal term shall be considered separate and shall require exercise of the renewal option should the Department choose to renew this Contract.

**II. SCOPE OF SERVICE**

**A. Services to be Provided**

The Contractor shall provide a fully operational, local and long distance, secure and reliable statewide Inmate Telephone Service (ITS). The Contractor-provided ITS system shall be inclusive of all equipment, installation, infrastructure and network, training, operation, and ongoing repairs and maintenance of the entire system and its components which, at a minimum, shall meet the Department's requirements set forth in Section III, Scope of Service of ITN #06-DC-7695, which is incorporated by reference herein, as if fully stated. E-messaging services are also required to be provided by the Contractor.

**B. Rules and Regulations**

1. The Contractor shall adhere to any and all municipal, state or federal requirements for ITS installation, certification, training or registration during the life of the Contract. Failure to comply with present and future municipal, state or federal requirements will result in termination of the contract with the Contractor and the payment by Contractor of any application fees, penalties, fines or other costs or monetary payment assessed against or incurred by the Department for violation of such requirements.
2. The Contractor shall be responsible for compliance with all regulatory requirements imposed by local, state and federal regulatory agencies for all ITS and related services provided throughout the duration of the Contract.
3. The Contractor shall be responsible for making all ITS modifications necessary to allow inmates to place calls in compliance with any industry dialing requirement change(s) at no cost to the Department and within a time frame agreed to by the Department's Local Contract Coordinator - Operations, to ensure proper use of the ITS by inmates and Department personnel.
4. The Contractor shall keep all call processing and call rating information current by reporting all changes to the Contract Manager. This information shall include, but not be limited to, local exchanges, area codes, country codes, vertical & horizontal coordinates and any other information necessary to accurately process and rate calls.
5. The Contractor shall be responsible for complying with and updating the ITS for any regulatory changes and requirements during the life of the Contract. These regulatory changes include federal, state or local municipal modifications. These changes shall be made within a time frame agreed to by the Department's Local Contract Coordinator - Operations and at no cost to the Department.
6. The Contractor shall ensure that the ITS provides telephone reception quality meeting all industry standards for service quality as defined by the Florida Public Service Commission ("FPSC") and by the Federal Communications Commission ("FCC"). The Contractor shall accept the Department's decision regarding determination of quality.
7. The Contractor shall ensure that all of its work and materials comply with all local, county, state and federal laws, rules, ordinances and regulations as well as with any directive provided by inspectors appointed by proper authorities having jurisdiction at each Department facility. Should violation of codes, laws, or statutes, or ordinances

occur relating to this ITS project, the Contractor shall correct the situation at no cost to the Department, including payment of any fines or penalties associated with the violation.

C. Communications

Contract communications will be in three (3) forms: routine, informal and formal. For the purposes of this Contract, the following definitions shall apply:

1. Routine: All normal written communications generated by either party relating to service delivery. Routine communications must be acknowledged or answered within thirty (30) calendar days of receipt.
2. Informal: Special written communications deemed necessary based upon either contract compliance or quality of service issues. Must be acknowledged or responded to within fifteen (15) calendar days of receipt.
3. Formal: Same as informal but more limited in nature and usually reserved for significant issues such as Breach of Contract, failure to provide satisfactory performance, imposition of liquidated damages, or contract termination. Formal communications shall also include requests for changes in the scope of the Contract and billing adjustments. Must be acknowledged upon receipt and responded to within seven (7) days of receipt.

The Contractor shall respond to Informal and Formal communications by facsimile or email, with follow-up by hard copy mail.

A date/numbering system shall be utilized for tracking of formal and informal communications.

The only personnel authorized to use formal contract communications are the Secretary of the Department of Corrections, and Chief of Staff, the Department's Contract Manager, and Contract Administrator, and the Contractor's CEO or Project Manager. Designees or other persons authorized to utilize formal contract communications must be agreed upon by both parties and identified in writing within ten (10) days of execution of the Contract. Notification of any subsequent changes must be provided in writing prior to issuance of any formal communication from the changed designee or authorized representative.

In addition to the personnel named under Formal Contract Communications, personnel authorized to use Informal Contract Communications are the Department' Local Contract Coordinator and the Contractor's ITS System Administrator and any comparable corporate positions on behalf of the Contractor or other persons designated in writing by the Contractor.

In addition to the Contract communications noted in Section II., C., in this Contract, if there is an urgent administrative problem the Department shall make contact with the Contractor and the Contractor shall orally respond to the Contract Manager within two (2) hours. If a non-urgent administrative problem occurs, the Department will make contact with the Contractor and the Contractor shall orally respond to the Contract Manager within forty eight (48) hours. The Contractor or Contractor's designee at each institution shall respond to inquiries from the Department by providing all information or records that the Department deems necessary to respond to inquiries, complaints or grievances from or about inmates within three (3) working days of receipt of the request.



D. Contractor's Responsibilities

The Contractor shall provide the following:

1. A comprehensive inmate telephone service that will allow for collect and prepaid calls for local, interlata, intralata, intrastate, interstate and international calls and local telephone exchange service;
2. A technology system, which includes, but is not limited to, system infrastructure, network, database, servers, new call processors, digital and analog communications circuits, telecommunications capabilities, monitoring, and other required system functionality;
3. Installation of new telephone instruments (equipment) at all included facilities including the required number of instruments and any required station cabling as determined necessary;
4. Systems and equipment that support the Department's call monitoring/security needs, including terminals, and digital recording equipment as determined necessary;
5. Creation of a centralized database which shall contain all data elements necessary for provision of monitoring services, reporting and historical call transaction information;
6. E-messaging capability for inmates to receive e-messages from a limited number of persons and addresses (receipt only will be accepted), with enhanced communication surveillance, screening and security;
7. Contractor personnel to include ITS System Administrator, Field Repair/Site Technicians and Service Representatives to perform oversight, operational assistance and maintenance and repair to the ITS system and equipment;
8. Ongoing maintenance, repair, and/or replacement and/or upgrades of all equipment and systems as determined necessary to ensure service delivery;
9. Provision of all required training and instructional materials required for use of the telephone services as applicable to inmates, families, and/or Department staff; and
10. Provision of all related support services not otherwise indicated herein.

E. Facility Implementation Plan and Transition of Service

This Contract has approximately a sixty-seven (67) day implementation period, for the initial delivery of equipment, supplies and hiring and training of Contractor staff and transition of services from Contract C1864. The Contractor shall have the capability to commence implementation of services no later than September 24, 2007, and full service delivery of inmate telephone services at all institutions, including meeting all security requirements at all institutions, no later than November 30, 2007. Upon Contract execution, the Contractor shall submit an Estimated Implementation Plan and Transition Date Schedule to the Contract Manager. The Contractor's Estimated Implementation Plan and Transition Date Schedule shall be adjusted as necessary and approved as Contractor's Final Implementation Plan and Transition Date Schedule by the Contract Manager. This plan shall be designed to provide for seamless transition with minimal interruption of telephone services to inmates.

NOTE: The implementation schedule for the E-messaging Service shall be mutually determined by the Contractor and the Contract Manager, but shall begin no sooner than approximately sixty-seven (67) days after contract execution, based on Department direction of implementation.

The Final Implementation Plan and Transition Date Schedule for Inmate Telephone Services shall provide a schedule of implementation for each institution which illustrates the date and

time for start of installation and a date certain for the system and equipment to be fully operational and providing services. The Department has chosen Jefferson Correctional Institution, Jefferson County, Florida, ("Jefferson C.I.") as the first site at which inmate telephone services shall be implemented. Thereafter, the Contractor may implement service delivery at all other institutions and facilities in accordance with dates established by the Contractor as shown in its Final Implementation Plan and Transition Date Schedule and as approved by the Department. Once accepted, the estimated plan will become the Contractor's Final Implementation Plan and Transition Date Schedule. With the exception of Jefferson C.I., the Contractor is not required to implement service delivery in any particular order. Telephone services for satellite facilities will be implemented with the main institution that is responsible for oversight of the satellite facility. Final transition including operational testing at each institution shall be coordinated between the Contractor, the current Contractor and the Department.

The Contractor's Final Implementation Plan and Transition Date Schedule shall also include a detailed explanation of the following items:

1. procedures for transition of service/equipment from the existing ITS to the new ITS;
2. times when telephone instruments will be operational identifying possible "down time";
3. service coordination requirements between the Contractor and Local Exchange Companies (LEC's);
4. any software programming and preparation for installation of system and equipment, as required; and
5. responsibilities required of the Department during implementation, such as staffing requirements.

The Department will provide personnel from the Department's Bureau of Institutional Support Services to facilitate transition of services at each institution, including coordination of equipment installation.

Once accepted by the Department, there will be no changes made to the Final Implementation Plan and Transition Date Schedule unless a request is submitted in writing and approved by the Local Contract Coordinator-Operations. To avoid any delays in phase-in, the Contractor shall ensure that the Local Contract Coordinator-Operations is timely provided information required for conducting NCIC/FCIC background checks prior to any new Contractor staff being hired or assigned to work under this Contract.

The Contractor is required to implement its own technology system to facilitate inmate telephone service. Due to the size and complexity of the anticipated system, Contractor will be allowed a period of transition beginning on the date the contract is executed, not to exceed November 30, 2007 in which to install and implement the utilization of its own technology system. Transition, implementation and installation are limited to approximately sixty-seven (67) days.

During the transition period, the Contractor shall operate its telephones in parallel with the existing telephones which the current ITS Contractor has not yet removed. The objective of the "parallel operation" is to allow inmate telephones to remain operational during normal operational hours to the greatest extent possible during the transition period. The Contractor shall be required to work closely with the Department to ensure that the transfer of responsibility for inmate telephone service at each institution is carried out as smoothly as possible. In addition, the Department will work cooperatively with the Contractor to create and

maintain an information flow in accordance with other provisions of the Contract and the parties shall utilize best efforts to resolve all issues that may or could occur from such parallel operation, including, but not limited to data sharing and agreement on a conversion schedule.

The Contractor shall assume 100% responsibility for the delivery of the agreed-upon revenue for each inmate telephone that has been installed and is operational by the agreed-upon implementation date. Failure to have the ITS operational by the agreed-upon implementation date at each institution may result in liquidated damages as set forth in Section II, R.

F. Facilities to be Provided Services/Additions and Deletions

The facilities to be included under this Contract include all Department currently operated institutions and allied facilities.

Add/Delete Institutions/Facilities: The Department reserves the right to add or delete institutions and/or facilities receiving service under the Contract upon thirty (30) days' written notice. Such additions or deletions may be accomplished by letter and do not require a contract amendment.

When a new Department facility is opened by the Department, the Department will determine (in consultation with the Contractor) a schedule for installation of services and equipment at that location to ensure service is enabled as soon as practical at the new site.

Add /Delete Equipment: In addition, the Department may require the Contractor to increase or decrease the amount of equipment utilized in the ITS including dedicated monitoring terminals, inmate telephones or coin telephones or e-messaging equipment (as applicable). The Contractor shall install any additional equipment within thirty (30) days of written notification to add equipment from the Department's Local Contract Coordinator-Operations. The installation of this equipment shall be at no cost to the Department. The written request for installing equipment shall be made by the Local Contract Coordinator-Operations, and shall be received by the Contractor with receipt verified before the installation is accomplished.

G. Installation Requirements

All required materials, equipment, hardware, software and station cabling (where re-use is unavailable or new locations are required) for installation and maintenance of the ITS shall be provided by the Contractor. Wherever possible, the Contractor shall re-use existing station cabling installed at each Department facility for the telephone instruments. In cases where existing station cabling cannot be used, the Contractor shall install new station cabling (Category 3 minimum) at no cost to the Department. Any new cabling shall include wall plate, cross connection, patch cords, etc. as required by the Department. The Contractor shall comply with all applicable electrical codes.

The Contractor shall warrant that all members of the Contractor's staff or subcontractors providing installation of the ITS have been fully trained and certified by the manufacturer as qualified to install the system, equipment and related services as required for service delivery.

The Contractor shall comply with the Department's security guidelines (Attachment 1) on institutional and facility security policies. Violations of these rules could result in termination of the Contract. Prior to beginning work at an institution, the Contractor shall

contact the institution to obtain a copy of any specific additional institutional or facility rules.

The Contractor or designee shall provide each institution or facility with the following items before entering the facilities:

1. A list of tools that the Contractor and/or designee, will bring onto the institution or facility. These tools will be inventoried upon arrival and departure.
2. Current picture identification of the Contractor and/or designee, consisting of a Driver's License or State of Florida ID card.

The Contractor shall provide all coordination required with Local Exchange Carriers ("LEC") and other carriers during installation and for the duration of the Contract.

The Contractor shall provide and install required surge protection for the ITS and its components. The use of traditional "power strips" for surge protection is not acceptable.

The Contractor shall provide and install required lightning protection equipment on all network services supplied for the ITS.

The Contractor shall provide all electrical and environmental requirements of the ITS for each Department facility. Information shall be provided for all components of the ITS including central processor, recording equipment, etc.

The Contractor shall use the common ground facility at each location where the ITS equipment is installed, if a common ground facility is present. If not present, the Contractor shall install an earth ground for the ITS equipment.

The Contractor shall obtain written permission from the Contract Manager before proceeding with any work that requires cutting into or through girders, beams, concrete or tile floors, partitions or ceilings, or any work that may impair fireproofing or moisture proofing, or potentially cause any structural damage. The Department does not anticipate that such work will be required to install the desired service, systems and equipment as described herein, but will not warrant that such work may not be required at some locations.

#### H. Inmate Telephone System Functionality (General)

The Contractor shall provide an Inmate Telephone Service (ITS) with a technology system fully supported by an infrastructure which has the capability to provide specified services such as secure and real-time monitoring of telephone calls meeting the Department's system security requirements. In addition, the system shall contain a secure database for transactional call records and provide data feeds to the Department's official data repository. This shall include redundant system(s) as deemed necessary to accomplish this requirement and a continuity of operations plan and disaster recovery plan which will ensure that the system and services will be available without disruption at the required service level.

The inmate telephone system shall contain security features, which prevent unauthorized individuals from accessing any information held by the Contractor. Secure access to the system and the database shall be maintained at all times.

The Contractor shall provide complete support of all systems and software necessary to ensure provision of services at all times for the duration of the resulting Contract. In

addition, the Contractor shall monitor changes to associated interfaced systems and accommodate changes in their systems as needed to continue operations of the services and systems as specified herein.

All technical specifications and system requirements shall meet or exceed industry standards and, shall be in proper working order, clean and free from defects of features affecting appearance, serviceability, or the safety of the authorized user in normal intended use, unless otherwise required herein. The Contractor shall provide the Local Contract Coordinator – Operations with documentation of the standards (i.e., Bellcore, ANSI, etc.) to which its system will adhere.

The system shall be restricted to outgoing calls only. The system shall not process incoming calls at any time. The system shall allow for the Department to program times when the system will be operational, i.e., available or unavailable for inmate calls.

The system shall contain an automated announcement function capable of processing calls on a selective bi-lingual basis: English and Spanish. The inmate shall be able to select the preferred language using no more than a two-digit code.

During the call set-up process, the system shall provide a pre-recorded announcement, which complies with Code of Federal Regulations, Title 47, Volume 3, Part 710 (3)(ii), identifying that the collect call is coming from a specific inmate at a Florida Correctional Institution, stating rate and complaint information and containing a toll free number for the consumer's use. This announcement shall be heard by the answering party. The announcement shall also include the statement: "All telephone calls will be recorded except attorney calls."

The system shall have the capability to be deactivated (shut down), by Department or Contractor staff, quickly and selectively, at an individual facility, partial facility (single dorm) or on a global basis and to restrict all PIN access. The system shall be capable of deactivating the PIN feature by individual inmate telephone, groups of telephones and/or entire institutions, at the Department's option. Regardless of this deactivation, the system shall restrict inmate calls to prepaid collect and normal collect calls. At no time shall the inmate telephones be unrestricted due to the deactivation of the PIN feature.

The system shall provide the capability to flag any individual telephone number in the inmate's "Approved Number List" as "Do Not Record". The default setting for each telephone number will be to record until flagged by Department personnel to the contrary.

The system shall provide capability for assigning an inmate's phone access to an individual telephone or group of telephones so that the inmate's account may only place calls from those designated telephones. These telephones shall still be capable of being used by an inmate whose phone access is not specifically assigned to an individual phone.

The Contractor shall ensure the system has a "smart fail-safe" power down service which is initiated upon alert by the uninterruptible power supply (UPS) that the UPS has switched to battery power because of a commercial mains power failure or irregularity. The system and UPS shall maintain all currently ongoing telephone calls for up to ten (10) minutes while blocking any additional call attempts after the event. After ten (10) minutes, if the UPS has not alerted the system that commercial power has been restored, the system shall power down to a quiescent state that allows it to resume full operation automatically after commercial power is restored. After power restoration, the system shall have a timer to

delay for ten (10) minutes before call processing resumes to preclude unnecessary cycling if the commercial power is unstable.

In order to prevent a state-wide or region-wide system failure, there shall be control equipment at each major institution, with the exception of Gainesville CI.

1. Network and Infrastructure Requirements

The Contractor shall provide a system that includes a monitoring component that is capable of being accessed through dedicated monitoring terminals and through a vendor-provided secure Internet connection from desktop, laptop or remote means by authorized Department personnel who have appropriate security clearance and have been provided Contractor-supplied security codes. The system shall be capable of monitoring calls from both dedicated monitoring terminals AND via secure, password protected internet access.

In addition, the telephone system shall interface with network services provided by local exchange carriers as well as inter-exchange carriers. This includes analog and digital facilities (i.e., analog business trunk, DS-1, etc.). The Contractor's response to the ITN provides the types of network services to which the system will interface and the purpose (use of a specific application) of such services for the Department.

2. Software Requirements

The Contractor shall provide all software required to support the inmate telephone system. During the entire contract term, including any renewals, the software shall be the latest general release of the software including software for all equipment and monitoring terminals utilized in service delivery. Any software necessary for Department interface shall be provided at the expense of the Contractor, with no licensing fee to the Department.

All software must be compatible with a minimum of a Windows XP operating system and must operate with Internet Explorer version 5.5, at a minimum.

The Contractor shall provide all required software enhancements/upgrades to the system inclusive of service delivery. Beta and Field Tested Software shall not be provided unless specifically approved by the Department. Prior to any software upgrades or enhancements, the Contractor shall discuss the software benefits with the Department's Contract Manager and the Office of Information Technology and proceed only with written approval.

3. Database Requirements

The Contractor shall provide a data record of all transactions through the inmate telephone system that shall be maintained in a database for monitoring and analysis of inmate telephone calls. This data is used to alert authorized Department staff of possible trends with inmate calls that could jeopardize the security of inmates, staff, or facilities.

The Contractor shall be responsible for the generation and creation of a centralized system database. The system shall provide the capability for every call in and out of the system to be recorded with a transaction record that includes, at a minimum, a

recording of the telephone call in a .wav or other format acceptable to the Department.

The database shall be maintained in such a manner as to allow authorized personnel the capability to review and monitor inmate call data regardless of which Department facility is housing the inmate.

The database shall contain multiple data fields. At a minimum, the database shall contain all fields required to generate reports as indicated in Section II., M., and all information required to establish Inmate Phone Access as indicated in Section II, I., 2. Final data elements to be collected shall be subject to written approval by the Department.

The system shall provide the capability for the Department to download reports from the database, through secured internet access, as outlined in Section II., M., Reporting Requirements.

In addition, the Contractor shall provide access to the database through a secure "ftp" web server so the department can retrieve certain data on a daily basis. The Contractor shall provide certain data elements in a pipe delimited format, to be determined by the Department's Office of Information Technology. Data extracts shall be downloadable into a SQL Server database hosted by the Department of Corrections in such a manner as to allow the Department to perform further analysis on the system data.

The security and confidentiality of data in the system is of critical importance. The Contractor shall recover all inmate telephone data for all locations, to the point of full service operation, using a data backup. The Contractor shall perform all service and database back-ups and archiving. The Contractor shall provide all archival hardware, supplies, network and recovery procedures that will ensure that no data is lost.

The database shall have duplicate data storage devices with automated fail-over and automatic re-establishment of the duplicate databases upon replacement of the failed storage device and shall be equipped with automated fire detection and suppression equipment.

The system shall record all data with a historical transaction record and data shall be stored/archived for retrieval/backup in a database when requested by Department personnel in accordance with the following:

- a. All historical data shall be centrally stored and accessible for reporting purposes;
- b. This information must be available for reporting in a standard transaction file format;
- c. All current and historical data files shall be retained by the Contractor as specified for a period of five (5) years after contract expiration. Call records detail and call recordings shall be available "on-line" for a minimum of twelve (12) months from the date of the call and call records detail shall be available "off-line" for an additional forty-eight (48) months, or a total of sixty (60) months from the date of the call. "Off-line" records shall be in a format readily accessible to the Department upon request; and

- d. This information shall be available at no charge to the Department after termination of the contract.

All data shall remain the property of the Department and the Contractor shall not use data for any purpose other than as required in the contract without written permission of the Local Contract Coordinator - Operations

#### 4. System Calling Protocol Requirements

The Contractor shall ensure the system will only initiate calls in a "collect call" mode (prepaid or normal collect calls) to land lines (non-cellular) with Billing Number Addresses (BNA's) for all inmate telephone calls. The only exception to this requirement will be for calls placed on coin-operated telephones at identified Work Release Centers. Phone calls placed from those phones may be allowed to call cellular phone numbers.

Calls shall be processed at a speed of fifteen (15) to thirty (30) seconds or faster and "call set-up time" shall not exceed six (6) seconds from completion of dialing to first ring. The system shall not provide a second dial tone to an inmate telephone without the inmate hanging-up the telephone receiver after the first call is completed.

Each call placed through the system shall be electronically identified by the system as being a call originating from a Florida Correctional Institution in 100% of the cases with or without the accompanying inmate PIN.

The system shall provide the option of either English or Spanish voice messages or prompts as programmed through a single prompt at the beginning of each call. The default setting for each inmate shall be English until flagged by Department personnel to Spanish. It is desirable that the system provide standard language prompts other than English and Spanish. The language provided shall be controlled by the inmate's account information. The Contractor shall provide a list of languages available to the Local Contract Coordinator - Operations upon request.

The system shall provide automated notification to an inmate of the call status (i.e., ringing, busy, etc). This notification may either be in the form of ringing, busy tones, Special Information Tone (SIT), or appropriate recorded messages.

The system shall allow the inmate to hear the processing of the placed call to determine if a SIT with message or an answering device (i.e., answering machine, voice mail, etc.) has answered the call. At no time shall the system allow the inmate to speak (restricted voice channel) until the called party has accepted the call.

The system shall announce to the called party the name of the calling inmate, informing the called party how to accept calls and announcing to the called party the call charge rate, prior to acceptance, when a call is placed. The activation or deactivation of these features shall be determined by the Department.

If the party called does not accept a call, or if no one answers the call, the system shall inform the inmate of the situation and not simply disconnect the call.



The system shall allow for a minimum “ring time” prior to disconnecting the inmate call. This “ring time” parameter shall be established within set parameters determined by the Department and shall be consistent among Department facilities.

The system shall allow a called party to deny all future calls of a particular type from an inmate and shall provide notice to the inmate placing the call of such action.

The system shall accept the called party’s response via Dual Tone Multi Frequency (DTMF) Touch-Tone Pad input from the telephone and voice response (Yes/No Response).

The system shall interject messages into a telephone call at random intervals (i.e., “this call is from a Florida Correctional Institution”) as deemed necessary by the Department. The activation or deactivation of this feature shall be determined by the Department.

The system shall allow a called party to activate a code (via the touch tone pad of their telephone) that automatically deletes their telephone number from the calling inmate’s “Authorized Telephone Number List”.

The system shall also provide an alert or notification to authorized Department personnel to ensure that the inmate does not add any number deleted via the above indicated feature to his/her requested list of telephone numbers in the future. Notification or alert to the Department shall be via automated system update to the inmate’s account information file.

5. System Voice Quality Requirements

The ITS shall provide quality of voice connections that meet or exceed appropriate industry standards in the United States and standards enacted by appropriate industry agencies or other organizations for transmitted and received levels, noise, cross talk and frequency range(s). The Contractor shall provide the Local Contract Coordinator - Operations with documentation of the standards (i.e., Bellcore, ANSI, etc.) to which its system adheres.

The voice quality level referenced above shall be in place for all telephone services at all stages of a call and shall not be affected by any other system feature, function or capability.

6. System Call Blocking Requirements

The ITS shall have call block capability and shall be responsible for ensuring that the system is programmed for call blocking.

Call blocking requirements shall apply to all inmate telephone equipment unless otherwise specified, and shall include, but not be limited to, the following types of calls:

- a. calls made to business numbers identified during the billing number address (BNA) search.
- b. calls made to any 911 number;

- c. calls made to any telephone numbers which incur excess charges, such as 900, 972, 976, 550, etc.;
- d. calls to current long distance carrier access numbers (i.e., 10333, 10285) or future 101-XXXX carrier access numbers;
- e. calls for all local numbers which access long distance carriers (i.e., 950-XXXX);
- f. call access to directory assistance access numbers (i.e., 411, 555-1212, etc.);
- g. call access to toll free numbers (i.e., 800, 888, 877, etc.) except the Florida Relay Service toll-free number(s), so that hearing impaired inmates may access a "Telephone Devices for the Deaf" (TDD) service; and
- h. call access to any number upon request by the Department.

Only the following call blocking requirements shall apply to the coin-operated telephone equipment located at the Department's work release centers:

- i. calls made to any 911 number;
- j. calls made to any telephone numbers which incur excess charges, such as 900, 972, 976, 550, etc.;
- k. call access to toll free numbers (i.e., 800, 888, 877, etc.) except the Florida Relay Service toll-free number(s), so that hearing impaired inmates may access a "Telephone Devices for the Deaf" (TDD) service; and
- l. call access to any number upon request by the Department.

Call blocking shall not apply to coin-operated phones for visitors or the public at-large.

7. System Monitoring, Call Recording and Playback History Requirements

As set forth in Section II., H., 1., the inmate telephone system shall include a monitoring component that is capable of being accessed from a vendor-provided dedicated monitoring terminal and through a vendor-provided secure Internet connection from desktop, laptop or remote means by authorized Department personnel who have appropriate security clearance and have been provided Contractor-supplied security codes. The ITS shall monitor calls from both dedicated monitoring terminals AND via secure, password protected internet access.

The system shall allow for "real time" audible monitoring of inmate calls by specific inmate PIN number and/or terminating number entered by authorized Department personnel. The system shall allow for monitoring of inmate calls while in process ("real time") and shall be configurable to allow for auto-forwarding specified calls in a "listen only" mode to a pre-designated telephone number in the Inspector General's (IG) Office.

The system shall have query and search capabilities allowing Department investigators to quickly access telephone conversations that occurred during specific time periods, and/or were made from specific telephone instrument locations, etc.

The system shall record all inmate calls simultaneously and at any time (in "real time") that a call is placed.

The call recording functionality shall be a fully digitalized service allowing for the use of a compact disc recorder (CD burner) utilizing industry standard recording file formats.

The system shall create a record of all calls that are monitored by any Department employee. This record will display an indicator, visible in that call entry that is in the list of inmate calls, which will indicate if that call has been played back by anyone. This indicator, which can be as simple as an icon that is activated when the call has been played back, will link to the detailed playback history of the call. The detailed playback history will list each date and time that the call was played back and the identity of the person who accessed the call.

This playback history shall only be visible to personnel from the Office of the Inspector General and access to this feature shall only be granted by the appropriate approving authority in the Inspector General's office. Non-Inspector General personnel shall not have the ability to view or retrieve any call playback history information.

8. System Restriction, Fraud Control and Notification Requirements

The security and confidentiality of inmate-placed telephone calls is of critical importance. ITS security features which prevent unauthorized individuals from accessing any information held by the Contractor will provide for restriction to the system, fraud control for prevention purposes, and notification capabilities for attempted security violations or breaches. Secure access to the system shall be maintained at all times. The ITS shall have security capabilities that include, but are not limited to, the following:

- a. Fraud prevention features, which randomly interject pre-recorded announcements throughout the duration of the conversation to the called party indicating the source of the call.
- b. Detection and prevention capabilities related to fraudulent, illicit or unauthorized activity capable of detecting unusual or suspicious number sequences dialed or dialing patterns which the system identifies as possible attempts to commit fraud.
- c. A call alert feature. This feature shall alert Department personnel that a designated inmate is placing a call to a specific number that has been assigned alert status. This status is an investigative tool which will be activated by authorized Department personnel.
- d. Ability to detect an attempt by the called party to initiate a 3-way or conference call, to immediately terminate the call and to make a "notation" in the database on the inmate's call with immediate notification by e-mail to the Assistant Warden for Programs and the Inspector General's Office at that institution.
- e. Ability to immediately terminate a call if it detects that a called party's telephone number is call forwarded to another telephone number. The system shall make a "notation" in the database on the inmate's call and shall provide immediate notification of the attempt by e-mail to the Assistant Warden for Programs and the Inspector General's Office at that institution.
- f. Ability to deactivate the restrictions on the called party's attempt to initiate a 3-way or conference call on a per number dialed, per inmate basis. The system

- shall permit call transfer or 3-way conferencing of specific inmate calls placed to pre-designated privileged telephone numbers such as attorneys.
- g. Ability during any call to block the out-pulsing of all digits pressed by the inmate and all hook switch "flash" attempts, after the PIN and calling list number have been input, such that no dual tone multi-frequency (DTMF) or hook switch "flashes" will appear on the outside line.
  - h. Capability for the Department to immediately and remotely turn telephones on and off, including individual telephones, groups of telephones, or an entire Department facility by Department staff with the appropriate authorization level. This service shall be available, via telephone, 24/7.
  - i. Ability to provide a form of speech or word recognition that will alert Department personnel when certain words or phrases are used by an inmate during an outgoing call.

9. System Access Management Component

The system shall provide for authorized user access for the purposes of managing inmate phone access information in real time. Authorized Department staff and Contractor staff, as authorized by the Local Contract Coordinator - Operations and/or the Inspector General's Office, shall have the ability to immediately enter, delete, change, or modify any inmate phone system access information including, but not limited to calling privileges or restrictions pertaining to inmates.

The system shall allow for authorized Department user access to be established upon application by the prospective user and the approval of the concerned warden or assistant warden, and a designated representative from the Inspector General's Office, Central Office. This approval authorization shall be given only to the incumbent in these positions and cannot be delegated or assigned. Levels of authorized access shall be a menu-driven selection configured for each user, listing the various components of the system. Any modifications to access levels shall go through the same approval process as above.

Deactivation of user accounts may be approved by any one of the above-cited approving authorities individually, with an electronic notice sent to the designated Inspector General's Office representative.

The creation, approval, and modification of user accounts shall be available in both electronic and paper format. Accounts opened manually (with paper application) shall be processed into the electronic user account system by the ITS Contractor.

The system shall allow the creation of lists of currently authorized users by facility and/or IG Office as needed. A system-wide list of all current authorized users shall be provided to the Inspector General's Office, Central Office, quarterly. The system shall also maintain a list of all users, active or inactive, searchable by the user's last name, first name, and containing all periods of account activation.

The system shall allow Department personnel to temporarily restrict or disconnect service to an individual inmate telephone or station.

10. System Network Status Monitoring Component

The ITS shall provide a system network status monitoring component. The system status monitoring component shall, at a minimum:

- a. Show graphically in real-time the status of the system components at each Department facility and other locations, to include but not be limited to, call processor equipment, call monitoring equipment, call recording equipment, telephone station equipment, and network circuit connections.
- b. Show component status in a minimum of two conditions: “Green” for normal operation, and “Red” for failed or failing operation.
- c. Provide automatic reporting of component status changes (not manual input).
- d. Display and record event times, i.e., when any component changes status from “Red” to “Green”, or vice-versa.
- e. Provide the service technicians the ability to log acknowledgments of component failures, log acceptance of responsibility for repair, and log comments on action taken.
- f. Provide the Contractor’s ITS System Administrator accessibility to the display of status at all times. The status display shall be available at other locations such as the Contract Manager’s office, via intranet computer access. Department personnel shall be allowed to observe the system status display at any time upon demand. All event records and technician logs shall be maintained for a minimum of thirty (30) days and shall be available to authorized Department personnel upon request.

11. System Testing

Upon contract execution, the Contractor shall provide a complete and comprehensive functional test plan to assure the Department of the system’s readiness to accept inmate calling traffic. This test plan shall include a checklist of items to be performed by the Contractor’s implementation team and verified by the Department’s staff.

12. System Acceptance

The Contractor shall provide a complete and comprehensive acceptance plan for the system at each Department facility. System acceptance shall be determined by a consecutive thirty (30) day period during which the system must function “error free” after installation. The Contractor shall work with the Department to determine the actual definition of “error free” operation. Failure of the system to meet mutually agreed upon acceptance criteria for more than thirty (30) consecutive days may result in a request for replacement by the Department for that particular system component.

13. System Documentation

At the completion of the implementation/installation, the Contractor shall provide to each Department facility, the Contract Manager, and the Local Contract Coordinator–Operations, a complete set of service reference manuals that shall include information specific to the installation at the respective facility.

In addition, after installation at each respective institution, the Contractor shall supply documentation containing service request contact numbers, instructions on reporting and escalation procedures to the Local Contract Coordinator - Operations and Assistant Warden for Programs at the respective institution.

14. System Disaster Recovery

The Contractor shall have a written Disaster Recovery Plan and Continuity of Operations Plan and associated internal system equipment that shall be capable of providing for support in case of failures in power, telephone system, data networking, and Contractor's equipment at its host site through the user-level equipment provided by the Contractor, and for all natural or man-made disasters including flood or fire at the host facility. These plans and all updates will be reviewed and accepted by the Department and kept for reference purposes by the Department's Local Contract Coordinator - Operations, Office of Institutions, and Office of Information Technology.

The system shall be capable of recovering from a power outage automatically or remotely once commercial power is restored.

15. System Technical Assistance/Contractor Customer Service Center

The Contractor shall provide remote diagnostic support and trouble-shooting technical assistance for system and equipment twenty-four (24) hours a day, seven (7) days a week, including holidays.

The Contractor shall provide the authorized users a toll free contact number, answered, twenty-four (24) hours a day, seven (7) days a week for the purpose of reporting problems that might be experienced.

In addition, the Contractor shall provide a centralized Customer Service Center located in the Continental United States (preferably within the State of Florida) which is operational twenty-four (24) hours a day, seven (7) days a week, including holidays for the purposes of handling customer complaints regarding the inmate telephone system and billing processes. The customer service center shall provide a P01 Grade of Service on incoming calls.

The Contractor shall also ensure that a minimum of two Service Representatives, as delineated in Section II., N., are provided specifically for staffing the Central Office location. The responsibilities of these individuals will include handling of inmate family complaints as well as the additional duties specified for Field Service Representatives in Section II., N.

I. Other Inmate Telephone Service Requirements

1. Personal Identification Numbers (PINs)

The ITS shall be Personal Identification Number (PIN) driven. The ITS shall restrict use of the service through authorized PINs assigned to each inmate at one of the Department's five (5) reception centers. No PINs will be issued by any institution. This PIN service shall allow individual PINs to be shut-off upon request of staff at the facility. When an inmate transfers to a different institution, that

inmate's PIN account shall also be transferred. All PIN information shall remain the property of the State of Florida.

The ITS shall use the Department's current inmate PIN assignments and numbering plan. Current PINs are numeric only and eleven (11) digits in length. The ITS's PIN service will consist of the inmate's DC number, and shall be followed by the last 4 numbers of the inmate's Social Security Number. Since the DC number is usually 6 characters and the first character can be a letter or digit, it is necessary to use 7 digits to represent the DC number. Therefore, the PIN shall be constructed as follows:

1ST TWO CHARACTERS OF THE PIN:

<b>If the DC number begins with:</b>	<b>Then the PIN begins with:</b>
Blank* or Zero	00
1 through 9	01 through 09
A through J	10 through 19
K through T	20 through 29
U through Z	30 through 35

Note: Some older DC numbers may be written as only 5 characters. In those cases, the DC number is assumed to start with a blank to make it a 6-character number.

NEXT FIVE CHARACTERS OF THE PIN:

Same as the last five characters of the inmate's DC number.

LAST FOUR CHARACTERS OF THE PIN:

Same as the last four characters of the inmate's Social Security Number (SSN).

EXAMPLES:

A: DC number is 872460  
SSN is 222-10-3555  
PIN is 08724603555

B: DC number is A98811  
SSN is 393-44-1167  
PIN is 10988111167

C DC number is 12298 (some older DC numbers are only five characters)  
SSN is 998-30-2345  
PIN is 00122982345

The ITS shall utilize the PIN feature for any call mode, either prepaid or normal collect calls.

The ITS shall allow each PIN to have a "class of service" assigned. For example, each PIN shall have a list of allowable telephone numbers, duration of each call, etc.

The ITS shall provide call restrictions by PIN that provide the Department the option of implementing any or all of the following restrictions by PIN designation:

- a. Inmates can be either approved or not approved to make telephone calls by PIN, at the Department's option;
- b. Inmates, via the PIN, can be restricted to a specific telephone or group of telephones, at the Department's option;
- c. Limit duration of call: Maximum call duration can be set globally (all PINs), by site, by facility area or by individual inmate's PIN, at the Department's option;
- d. Maximum call duration can be set for each type of call: local, intralata, interlata, interstate, intrastate and international;
- e. Restrict time of day calling: An allowed calling schedule can be provided for each specific PIN, by facility area, by site and globally (all PINs). The global restrictions can take precedence over individual PIN restrictions, at the Department's option.
- f. Restrict an inmate under disciplinary action from placing any or all calls assigned to his particular PIN with the exception of privileged numbers (i.e., attorney, approved clergy and social work professionals).

The ITS shall have the ability to limit calls to a specific duration by PIN and by specific telephone numbers assigned to a PIN.

The PIN feature shall ensure that the automated operator function uses the inmate's pre-recorded name (recorded in either the inmate's voice and language, or in the voice of an administrator) to announce to the called party from whom the call is originating. Identification of the specific inmate and thus the announcement of the inmate's name shall be performed by the PIN assignment.

The system shall allow for approved destination telephone numbers to be assigned and restricted by individual PIN. Such telephone number lists will be approved and entered by authorized Department personnel, the Contractor's ITS System Administrator or the respective Service Representative at the Department's option.

It is the intent of the Department to allow each inmate, via the use of PINs, a list of authorized telephone numbers not to exceed a maximum total of ten (10) numbers not including privileged telephone numbers.

The PIN feature shall allow the recording of inmate calls to be discontinued when certain pre-determined telephone numbers (privileged telephone numbers) are called.

## 2. Inmate Phone Access Information/Approved Number List

The Contractor shall provide Service Representatives for entering Inmate Phone Access Information in the Inmate Telephone System. Service Representatives shall make, at a minimum, twice weekly visits to the facilities, or as deemed necessary by



the Department, for the purposes of entering and updating Inmate Phone Access Information. In addition, the Contractor shall ensure that information can be entered into the system by authorized Department personnel. Inmate Phone Access information fields shall include, but not be limited to, inmate name (first, middle, last), PIN number (11 digits minimum), Department facility, identifier of unit within Department facility, ten (10) approved telephone numbers by terminating number, privileged numbers; comments field, language preference field, account activation date, date of arrival, current status, alert levels, etc.

Authorized Department personnel shall have the capability to enter, modify, and delete the information in any data field encompassing any inmate's phone access information including an inmate's "Approved Number List".

The Department will make available to the Contractor, the current ITS Inmate Phone Access Information, as necessary for the transition of services.

3. Rate and Call Charge Requirements

Local and local extended area service calls shall be billed as local calls.

Charges for calls shall include only the time from the point at which the called party accepts the call and shall end when either party returns to an on-hook condition or until either party attempts a hook flash. There shall be no charges to the called party for any setup time.

In addition, the Contractor shall not charge, pass on, or pass through to the customer paying for collect or prepaid calls any charges referred to as Local Exchange Carrier's (LEC's) or Competitive Local Exchange Carrier's (CLEC's) billing costs, or any bill rendering fee or billing recovery fee. The Contractor shall also ensure that LEC's and CLEC's do not charge or pass on to the customer any additional fee or surcharges for billing. The Contractor shall be responsible for any such LEC or CLEC surcharges incurred if billing through the LEC or CLEC.

4. Call Requirements

The Contractor shall ensure that prepaid and collect calling is available for all locations within the North American Dialing Plan. In addition, the Contractor shall provide a list of all countries (outside of the United States) that can be reached via the ITS operating in a "collect call only" mode.

At no time shall an inmate be automatically connected to a "live" operator. The only exception to this requirement is that international collect calls through a live operator will be allowed when the country being called accepts collect calls.

Call acceptance by the called party shall be accomplished through caller confirmation ("positive acceptance").

Collect or prepaid calls shall not be connected nor shall billing commence until the called party indicates acceptance of the call.

The Contractor shall ensure that non-prepaid calls (collect calls) are billed to the Billing Number Address as preferred by the customer (inmate family or friend) either directly the Contractor or through the LEC.

The Contractor shall be responsible for billing called parties who receive non-prepaid collect calls and for the collection of payments for these calls. In no event shall the Department be responsible for costs or fees related to ITS calls.

The Contractor shall provide a toll free number which will be clearly shown on the called party's bill for assistance in billing matters.

The Contractor shall ensure Caller ID is not available for any call placed through the ITS, and that the called party has no means of identifying the number from which a call is placed.

The Contractor shall not charge for calls that result in Special Information Tones (SIT), "ring/no answer", or "busy" conditions.

The Contractor shall provide local exchange service for collect or prepaid only calling use at each Department institution. The local calling area shall be equivalent to the local calling public pay telephone area at each Department institution. The Contractor shall ensure that the ITS is capable of identifying a dialed number as local, based on the pay telephone calling area, and of correctly rating and routing the call.

5. Prepaid Collect Call Service (PPCCS)

The Contractor shall allow families and friends to establish a PPCCS account(s) with the Contractor for billing purposes so that inmates can call pre-authorized numbers that may not be accessible via normal collect calling. Each prepaid account shall have an authorized billing number. Any calls billed to a family or friend's prepaid account shall meet the same security requirements as set forth for normal collect calls.

The Contractor shall ensure that notice of the prepaid account availability is provided when a party receives a call and shall offer the option of being connected to a live operator for the purpose of establishing a prepaid account, if a normal collect call cannot be completed by the inmate due to billing issues.

The Contractor's PPCCS shall allow the called party (family and friends) to deposit money into a PPCCS account by multiple means (i.e. check, money order, and/or credit card).

The Contractor shall provide instructional brochures explaining the process for establishing prepaid collect services for family and friends' prepaid accounts.

6. Prison TIPS Hotline

The Contractor shall create a component within the ITS that creates an inmate "hot line" accessible from any telephone instrument within the system. This component shall be fully available from the monitoring terminals located at the Inspector General's Central Office location and any of the other designated Inspector General's monitoring

stations, as may be required and authorized by the Inspector General's Office, Central Office.

The Prison TIPS Hotline must be reachable by entering \*TIPS (\*8477) on any telephone instrument in the ITS. This call shall not require input of the inmate's PIN number for access.

There shall also be a toll-free number assigned so that the Prison TIPS Hotline can be reached by any and all telephones outside of the ITS.

This subsystem shall allow the inmate to create a confidential "mailbox", not requiring the inmate to identify himself in any manner, which also allows IG personnel to leave a return message for the inmate. The creation of this "mailbox" shall be an option offered to the calling inmate, and not required by the subsystem.

The Contractor shall provide easily readable signage referencing the Prison TIPS Hotline and toll-free number for display within the institution and on the grounds of the institution as directed by the Local Contract Coordinator - Operations.

7. Crimestoppers Hotline

The Contractor shall provide a Crimestoppers hotline for anonymous reporting of cold case information that will be reachable by entering \*8488.

8. Litigation-Related Testimony

The Contractor acknowledges and agrees that many times, the recorded telephone conversations of inmates are used as evidence in criminal or Department violation investigations and as such, the Contractor may receive written/verbal requests to provide testimony regarding monitoring equipment, system specifications, and the accuracy and reliability of the system's recorded telephone data.

The Contractor shall ensure that qualified personnel is available to provide such expert testimony and that personnel responds timely and/or appears as stipulated in the request and/or legal subpoena. The contractor shall immediately notify the Local Contract Coordinator - Operations or Designee upon receipt of Departmental-related subpoenas.

J. E-Messaging Services

The Contractor shall provide an e-messaging service in accordance with the following requirements:

The Contractor shall provide an independent system to provide e-messaging service capability to the Department. The system shall provide the capability for friends and family of inmates to e-message (one-way only) authorized inmates within the correctional system.

The Contractor shall enable family/friends of inmates to set up monthly accounts based on a fixed fee/flat rate for a specified number of e-messages per month and may allow for the monthly charge to be either prepaid or billable to the account holder by the Contractor. The e-messaging account holder will be responsible for the monthly cost of the service that

allows them to send e-messages, regardless of whether the e-mail is received by the recipient or not.

There shall be no additional fees, surcharges, or other types of costs associated with e-messaging service billed to account holders inmates other than the monthly account charge.

The Department will not be responsible for any costs associated with e-messaging.

The Contractor should ensure any individual desiring to send an e-message to an inmate provides sufficient identifying information (i.e., name, billing address, etc.) that will allow for follow up contact to the e-messaging account holder should it become necessary for security purposes.

E-messages shall be delivered for printing to a dedicated terminal at each of the Department's facilities.

The e-messaging system shall allow for text messaging only (no photos or graphics) and the Contractor shall provide storage capacity for all transaction records. The e-messaging service shall have robust system intelligence capabilities, including but not limited to, automatic digital recording and cataloging of all messages, access for the Department to all such messages, parameters for automatically notifying the Department of certain communications, and automatic screening of certain words and phrases.

All equipment, including dedicated lines and/or internet connection, computers, terminals, printers, toner and paper required to provide the e-messaging service shall be the responsibility of the Contractor. The Department shall determine the amount of equipment required to handle workload and the Contractor shall agree to increase the amount of equipment, if necessary, to fully deliver the e-messaging service.

Prior to implementation of any e-messaging service, the Contractor shall work with the Department in establishing guidelines for e-messaging. All decisions regarding receipt of e-messaging will be at the sole discretion of the Department.

NOTE: The implementation schedule for the E-messaging Service shall be mutually determined by the Contractor and the Department, but shall begin no sooner than approximately sixty-seven (67) days after contract execution, based on Department direction of implementation.

K. Telephone Service Equipment Requirements

Throughout the term of the Contract, the Contractor shall own all systems and equipment (Monitoring/Recording Terminals, Inmate Telephone Stations, TDD/TTY devices, Coin-Operated Telephone Stations, etc.) and shall conduct all maintenance, repairs, upgrades and replacement to systems and equipment at no cost to the Department.

The number and facility location of equipment currently required to be installed at Department facilities. The number of required inmate telephone stations, coin operated telephones TDD/TTY devices and monitoring/recording stations may be increased or decreased during the term of the Contract upon the request of the Department's Contract Manager or Local Contract Coordinator-Operations, at no additional cost to the Department. All decisions on number, placement, location, etc. regarding the inmate telephone stations, coin operated telephones and monitoring/recording terminals shall be made by the Contract Manager.

NOTE: The Contractor shall work with the Local Contract Coordinator-Operations to establish the number and types of equipment prior to installation.

1. Inmate Telephone Station Equipment (“ITSE”)

All ITSE required for service delivery shall be new and consist of three (3) types of telephones:

Type 1, which will be the majority of inmate telephones installed, shall be permanently mounted wall telephones meeting the specifications outlined in this Contract.

Type 2 shall be portable or “movable” cordless inmate telephones that are used mainly in segregation units and shall be manufactured to withstand abuse as well as be compact enough to fit through standard food slots.

Type 3 shall be “all weather” inmate telephone sets to be used in outdoor conditions.

All ITSE shall have the physical and design characteristics that meet or exceed, all of the following technical standards:

- a. A chrome-plated DTMF tone dial that is water, flame and shock resistant.
- b. A hearing aid compatible handset.
- c. A steel housing that protects the electronic components of the telephone.
- d. A paint/finish that is mar and scratch resistant.
- e. A faceplate with concise dialing and operating instructions.
- f. An industry standard design.
- g. A tamper-proof housing.
- h. A floating case hardened metal plate to prevent side drilling entry.
- i. Dialing Instructions and “This Call is Being Recorded” warning statements in English and Spanish on each telephone instrument in a manner that reduces the possibility of the notice being destroyed. Labels or other accessible surface instructions will not be acceptable to meet this requirement. This information must be kept legible and accurate throughout the duration of the Contract.
- j. A unique number, physically imprinted on each telephone instrument so that Department staff can see the number for the purposes of reporting trouble and troubleshooting problems. As telephone instruments necessitate replacement, they shall be numbered by the Contractor. As new telephone instruments are added or replaced, they shall be identified in the same manner and all appropriate paper work shall be updated to reflect the addition.
- k. An armored handset cord that is resistant to stretching and breaking (for Types 1 & 3 only).
- l. Installation reinforced by security studs to prevent easy removal of telephone (for Types 1 & 3 only).
- m. A handset cord component of the ITSE with the lanyard used to connect the handset to the base telephone. The lanyard shall be no more than 32 inches in length and shall be of steel braided or solid steel composition (for Types 1 & 3 only).

The ITSE shall not include coin entry slots or coin return slots regardless of whether these functions are disabled on the station equipment (standard pay telephone requirements excluded).

All ITSE shall meet or exceed the following capabilities:

- n. True dual-tone multifrequency (DTMF) compatibility.
- o. The ITSE shall not be capable of being used to program any feature of the ITS.
- p. The ITSE shall not be programmable for any purpose.
- q. Reduction of background noise through the use of confidencers or directional microphones in the handset.
- r. Volume controls that allow inmates to amplify the called party's voice.
- s. Powered by the telephone line and requiring no additional power source, with the exception of cordless telephones as described above.
- t. Compatible with Telecommunications for The Deaf (TDD/TTY) equipment.

All ITSE shall be capable of being Americans with Disabilities Act (ADA) compliant. Twenty-five percent (25%) of all phones shall have volume control capability. Due to security concerns, the Department shall require the Contractor to modify certain features on telephone instruments such as cord length and mounting height.

## 2. TDD/TTY Equipment

New TDD/TTY equipment shall be provided for inmate use at road prisons and work release centers (community correction centers).

All TDD/TTY equipment will be protected and secured by the Department when not in use.

Minimum requirements for TDD/TTY equipment shall include:

- a. Portability, such that it can be used with any ITS station set at the Department institution.
- b. The ability for keyboard entry.
- c. A display (i.e., LCD, LED, etc.) and a printer device.

## 3. Coin-Operated Telephone Equipment

New coin-operated telephones shall be provided for inmate use at work release centers (community correction centers). In addition, one coin-operated telephone shall be provided for public use at each main correctional institution and annex, typically outside the admission gate unless otherwise authorized by the Warden of the Institution. These coin-operated telephones shall meet the following minimum specifications:

The telephones at the road prisons and work release centers (community correction centers) shall be programmed to allow for outgoing calls only and the telephones for public use at each facility shall have two way outgoing and incoming service. All coin-operated phones at work release centers shall meet call blocking requirements as set forth in Section II., H., 6. Coin-operated phones for public use do not need to meet call blocking requirements.

These telephones shall meet all FCC regulations regarding alternate carrier access.

4. Monitoring/Recording Terminals

The Contractor shall provide new monitoring/recording terminals for investigative and monitoring purposes. Each terminal should include a monitor and a CPU with a CD burner and the corresponding, fully functional CD burning software, Windows XP or newer operating system, appropriate input devices, (mouse, keyboard, etc) with a sound card with external speakers and accessible headphone jack.

All monitoring/recording terminals shall operate using recording and playback features that utilize industry standard file formats (\*.wav, \*.mp3, \*.midi, etc).

5. Equipment Service & Maintenance Requirements

The Contractor shall provide equipment to support service delivery as specified herein at all designated Department facilities that is fully functional in regards to all labor, materials, service hardware and/or software. The Contractor shall further warrant that any equipment installed for the Department shall be free of defects, irregularities, unprofessional installation, code violations and shall operate as designed and proposed or negotiated. Should the equipment not operate as designed and proposed or negotiated, or violate any local, state or federal code, rule or ordinance, the Contractor shall correct the defect or irregularity or bring the service to within code, rule or ordinance at no cost to the Department including payment for any fines or penalties associated therewith.

The Department understands the tentative nature of ensuring that service to any component of the system is completed in a set period of time. Nonetheless, time is of the essence in completing emergency and other service repairs or replacements. Thus, the Contractor is required to meet all response times listed in this subsection and Section II., K., 6., to return the system to normal operating status. In the event of extraordinary obstacles to service for which the Contractor exceeds the time-to-service requirement, notification and a detailed plan of service shall be immediately provided to the Department by the Contractor.

All requests for service calls from the Department shall be answered by a “live” operator at all times.

Critical components shall be within the available service area for each Department institution. The Contractor shall guarantee to the Department that all parts and materials necessary to repair the ITS are readily available to the respective Field Repair/Site Technicians 24 hours per day, seven days per week, 365 days per year. The Department will not accept the delay of service repair based on the fact that Field Repair/Site Technicians cannot access a parts warehouse, office or similar Contractor facility because the facility is not open “after hours”, or on weekends or holidays.

The Contractor shall track all service downtime for each Department facility and compile per-facility records of the downtime for each month to comply with the Trouble Ticket/Repair Time Report specified in Section II., M.

All system maintenance shall be performed by the Contractor's Field Repair/Site Technician during the twice weekly visits to the institution. The Field Repair/Site Technician shall notify the Assistant Warden for Programs of his/her anticipated arrival time for each site visit and discuss any problems or concerns regarding the ITS.

The Contractor's Site Technician shall notify the Assistant Warden for Programs if it is determined during the repair that the damage to the system was caused by inmate vandalism.

6. Response and Repair Times for Service Calls

Should any critical component of the ITS provided by the Contractor fail, the Contractor shall respond to the Department's request for service calls in the following manner: (For the purposes of this Section, business hours are defined as twenty-four (24) hours per day, seven days per week.)

NOTE: All repairs shall be completed prior to the normal operational hours of the inmate telephone system, unless approved by the Local Contract Coordinator-Operations, or the Warden at effective Institution or facility.

a. Routine Service

For routine service, the Contractor shall respond to the service problem within four (4) hours of the initial system failure notice or request for service report by the Department facility, through the use of remote testing or access. Records of testing and compliance with this requirement shall be available to the Department upon request.

The Contractor shall contact the Department facility with the following information within six (6) hours of the initial system failure notice or service request:

- 1) Remote testing results, if applicable; or
- 2) An update of the remote testing process, if applicable; or
- 3) Notice that a technician has been dispatched and the estimated time of arrival at the Department site.

Should the service not be equipped for remote access, the Contractor shall have a qualified technician, suitably equipped for the installed service, on-site at the Department facility within twelve (12) hours from the time of initial system failure notice or request for service report.

All routine service shall be completed within twenty-four (24) hours of the initial system failure notice or service request or liquidated damages may be imposed as stated in Section II., R.

b. Major Emergency Repair Service

For a major emergency, the Contractor shall respond to the service problem within one (1) hour of initial system failure notice or request for service report by the Department facility, through the use of remote testing or access.



Records of testing and compliance with this requirement shall be available to the Department upon request.

The Contractor shall contact the Department facility with the following information within two (2) hours of the initial system failure notice or service request:

- 1) Remote testing results, if applicable; or
- 2) An update of the remote testing process, if applicable; or
- 3) Notice that a technician has been dispatched and the estimated time of arrival at the Department site.

Should the service not be equipped for remote access, the Contractor shall have a qualified technician, suitably equipped for the installed service, on-site at the Department facility within four (4) hours from the time of initial system failure notice or service request.

All major emergency service shall be completed within twelve (12) hours of the initial system failure notice or request for service or liquidated damages may be imposed as stated in Section II., R.

7. Escalation Procedures During Repair Service

The Contractor shall provide escalation procedures to address inadequate response to service calls, frequent repetition of the same service problem, inadequate repairs to service, etc. These described procedures shall include the name and title of service and management personnel as well as criteria for service escalation to a certain "level" within the Contractor's organization. Updated contact names and telephone numbers of the service and management positions listed/described in the escalation procedures shall be made available to the Department immediately upon request.

L. Bi-Annual Audit

The Contractor shall provide to the Department a bi-annual audit report from an independent certified public accounting firm verifying that the Contractor's Inmate Telephone Service and systems and equipment are accurately and completely recording all calls and related charges. The bi-annual audit report shall contain a certification from the auditing firm that its findings are totally unbiased and independent of the Contractor's interest. The audit shall be submitted to the Local Contract Coordinator-Accounting within forty-five (45) days after each six-month period of the contract. The independent certified public accounting firm's bi-annual audit report shall be issued simultaneously to the Department and to the Contractor.

The following definitions pertain to the bi-annual audit report to be provided by the certified public accounting firm: "Accurately" shall mean the ability to detect when a chargeable call begins (active acceptance by the called party) and when it is terminated. "Completely" shall mean that the Commission and Call Detail Report lists all calls made on all phones including un-collectibles.

The independent certified public accounting firm's procedures and reports shall be conducted in accordance with Statements on Standards for Attestation Engagements established by the American Institute of Certified Public Accountants. The Contractor shall submit notification of their chosen auditor in writing to the Local Contract Coordinator-

Accounting for the Department's approval prior to the end of the first (1st) month of the Contract. The independent certified public accounting firm shall submit an engagement letter and a formal test plan to be agreed upon by the Department and the Contractor in writing prior to the end of the first three (3) month period of the Contract. The Contractor shall notify the Department in writing of any proposed changes in their selected certified public accounting firm.

The scope of the bi-annual audit will encompass, at a minimum, the following requirements:

1. The number of test calls used in the sampling technique will be great enough to ensure a confidence level of ninety-five percent (95%) or greater that the sample results are truly reflective of the entire population.
2. The Contractor shall not know the selection of test sites and times. The independent certified public accounting firm will contact the Department's Local Contract Coordinator – Operations to arrange for the tests.
3. The test call methodology should include means to verify that all ITSE (telephone instruments) at each location which are supplied by the Contractor are connected to and providing information into the billing service.

M. Reporting Requirements

1. **Inmate Telephone System Generated Reports:** At a minimum, the ITS shall allow the Department to generate the following "canned" reports directly through an interface accessible through a secure internet site or via dedicated monitoring terminals. The Contractor shall provide reporting capability on all information contained in the inmate telephone system database, including recording of telephone calls. To ensure that reports are accurate and timely, the database shall be updated in real time so that all report data is current when viewed and/or downloaded by authorized Department personnel. The database shall be capable of maintaining a record of all reports that are downloaded, with the date and time of the download, and the name of the person who performed the download. All reports shall have the capability of being queried, sorted or filtered by any field contained in the report or by data parameters, as applicable, and reports shall be readable on screen, printable and shall be downloadable into an excel format. Reports shall also be viewable via a user-friendly interface. This interface shall be, at a minimum a Graphical User Interface (GUI) such as Windows XP. Report formats shall be subject to final approval by the Local Contract Coordinator - Operations or designee.
  - a. **Authorized Users Report:** The system shall provide a real time report of all Department and Contractor authorized users. This report shall include user name, status (active or inactive) and corresponding dates, user title and facility location.
  - b. **Approved Calling List Report:** The system shall provide a real time report of each inmate's approved calling list of ten (10) numbers. This report shall include inmate name, inmate pin #, inmate's facility location, name and phone numbers of everyone on the inmate's calling list, and Billing Number Address (BNA) for all numbers. The system shall also maintain a cumulative historical calling list for each inmate, showing all

numbers that have been added or deleted from the inmate's list and the corresponding dates.

- c. **Comprehensive Outgoing Call Report:** The system shall provide a real time report of all outgoing calls made from all Department facilities. This report shall include inmate name, inmate pin #, inmate's facility location, phone number called, date and time of call, length of call, and BNA for number called.
  - d. **Duplicate Number Report:** The system shall provide a real time report of all outgoing telephone numbers that appear on the active call lists of two or more inmates. This report shall include phone number, BNA for number called, inmate name, inmate pin #, and inmate's facility location.
  - e. **International Call Report:** The system shall provide a real time report of all overseas/international calls made. This report shall include inmate name, inmate pin #, number called, BNA for number called, inmate's facility location, date and time of call, length of call.
  - f. **Alert Level Report:** The system shall provide a real time report of all calls that generated an alert notification in the system. This will include three-way calls, as well as any other calls programmed to send an alert notification. This report shall include date and time of call, number called, BNA for number called, inmate name, inmate pin #, and type of alert.
2. **Contractor Submitted Reports:** The following reports shall be submitted by the Contractor in "hard copy" format to the Local Contract Coordinator - Operations on a monthly basis no more than fifteen (15) days following the end of the previous month.
- a. **Equipment Report:** The system shall provide a real time report of all assigned equipment (in use) and inventoried equipment containing a serial number. This report shall include description/type of equipment, serial number, facility location (including specific dormitory or other unique location), and assigned telephone number (for phone instruments).
  - b. **Trouble Ticket/Repair Time Report:** The system shall provide a real time report of all trouble tickets and repair times that are reported to the Contractor. This report shall include the assigned number with trouble, location (including specific dormitory or other unique location), date and time trouble was recorded in the system as occurring, date, time, and name of individual trouble was reported to at the facility, cumulative downtime as a result of trouble, downtime reason (e.g. processor failure, power failure, station failure, trunk failure, etc.) and date and time trouble was cleared.
  - c. **Ad Hoc Reports:** The Contractor shall provide the Department Ad Hoc Reports upon request of the Contract Manager, Local Contract Coordinator – Operations, or the Inspector General's Office.

N. Contractor Staff Requirements

The Contractor shall provide to the Contract Manager a proposed Contractor staffing plan which, at a minimum provides the staffing positions required in Section N., 1. The staffing plan shall identify each type of position, total number of proposed staff in each position-type, regional assignment/staff location and proposed weekly schedule, including the percentage of time dedicated to the contract, for each position.

1. Contractor Staff Levels and Qualifications

The Contractor shall have direct oversight, be responsible for and monitor the performance of all contractor staff performing services under the Contract. The Department will provide security for the Contractor's employees and agents consistent with the security provided at other Department facilities.

The Contractor shall provide an adequate level of staffing for provision of the services outlined herein and shall ensure that staff providing services is appropriately trained, qualified and licensed, if required. The Contractor shall be responsible for all expenses incurred for travel, including transportation, and meals incurred on behalf of Contractor's staff positions.

Additionally, the Contractor's staff shall liaise with and maintain a good working relationship with Department staff and other providers working with the Department.

The Contractor shall provide the following positions, at a minimum, in support of this contract:

a. ITS System Administrator

One (1) full-time (40 hours per week) ITS System Administrator position dedicated to the Department. This position is directly responsible for overall operational performance of the contract, including account management, troubleshooting, training, and any other responsibilities agreed upon by the Contract Manager or Local Contract Coordinator-Operations and the Contractor. This individual shall have a minimum of three (3) years' experience within the last five (5) years at the management level, providing direct administrative oversight of telephone services. The Contractor shall be responsible for ensuring that the ITS System Administrator attends meetings upon Department request.

b. Field Repair/Site Technicians

A minimum of fourteen (14) full time (40 hours per week) Field Repair/Site Technician positions dedicated to the Contract. Field Repair/Site Technician positions are directly responsible for providing twice-weekly preventative maintenance on the system at each institution, including assisting with installation of cable and equipment, and shall provide technical support and repairs as necessary, assist in on-site instruction and provide training for Department personnel to ensure customer satisfaction. These individuals shall possess a High School Diploma or GED and have two (2) years' minimum experience with a computer-based telephone system similar to the type required in this contract.

c. Service Representatives

A minimum of seventeen (17) full time (40 hours per week) Service Representative positions dedicated to the Contract. These positions include ten (10) Service Representatives to roam between Department Regions, five (5) Service Representatives located at the Department's five Reception Centers and two (2) Service Representatives located at Central Office.

Service Representative positions shall be directly responsible for making data entry input and changes to the inmate phone access information including input of approved inmate PIN and authorized calling numbers, verification of Billing Number Addresses, assistance to authorized DC personnel, and shall provide customer service relative to the ITS. These individuals shall possess a High School Diploma or GED, be computer literate and have related experience in the provision of services of the type required in this contract.

d. IT Data Administrators

A minimum of four (4) full time IT Data Administrator positions (providing coverage on eight (8) hour shifts, twenty four (24) hours a day, seven (7) days a week) to be located at the Contractor's monitoring center to support ITS. Duties include monitoring the system network to detect any problems and remotely correct identified problems without dispatching a field/repair technician to the Department's facility. If Contractor's IT Data Administrators cannot remotely correct or repair system problems, they are responsible for dispatching the appropriate field repair/site technician to the facility to make repairs as necessary.

e. ITS Trainer

One (1) full-time (40 hours per week) ITS Trainer dedicated to the training needs of the Department. This position shall be available for travel to Department facilities throughout the State to provide training to Department staff. All training shall be provided in accordance with the training requirements in Section II., O.

The final selection of all staff assigned to provide services under this Contract shall be subject to approval by the Department. Department employees terminated at any time by the Department for cause may not be employed or provide services under the Contract. The Department shall not employ criteria to approve or disapprove the selection of Contract employees that exposes the Contractor or the Department to civil or criminal liability under applicable federal or state civil rights laws, including, but not limited to, those laws establishing or protecting employee rights.

The Contractor's staff on-site shall adhere to the standards of conduct prescribed in Chapter 33-208, Florida Administrative Code, and as prescribed in the Department's personnel policy and procedure guidelines, particularly rules of conduct, employee uniform and clothing requirements (as applicable), security procedures, and any other applicable rules, regulations, policies and procedures of the Department. The Contractor's staff shall be subject to and shall comply with all security regulations and procedures of the Department and the respective institution. Violation of regulations may result in the

employee or individual being denied access to the institution. In this event, the Contractor shall provide alternate personnel to supply services described herein, subject to Department approval.

2. Staff Background/Criminal Record Checks

- a. The Contractors' staff assigned to this Contract shall be subject, at the Department's discretion and expense, to a Florida Department of Law Enforcement (FDLE) Florida Crime Information Center/National Crime Information Center (FCIC/NCIC) background/criminal records check. This background check will be conducted by the Department and may occur or re-occur at any time during the Contract period. The Department has full discretion to require the Contractor to disqualify, prevent, or remove any staff from any work under the Contract. The Department is under no obligation to inform the Contractor of the records check findings or the criteria for disqualification or removal. In order to carry out this records check, the Contractor shall provide, prior to commencing services upon institution property, the following data for any individual Contractor or subcontractor's staff assigned to the Contract: Full Name, Race, Gender, Date of Birth, Social Security Number, Driver's License Number and State of Issue. If requested, the Contractor's staff shall submit to fingerprinting by the Department of Corrections for submission to the Federal Bureau of Investigation (FBI). The Contractor shall not consider new employees to be on permanent status until a favorable report is received by the Department from the FBI.
- b. The Contractor shall ensure that the Contract Manager or designee is provided the information needed to have the NCIC/FCIC background check conducted prior to any new Contractor staff being hired or assigned to work under the contract. The Contractor shall not offer employment to any individual or assign any individual to work under the contract, who has not had an NCIC/FCIC background check conducted.
- c. No person who has been barred from any Department institution or other facility shall provide services under this Contract.
- d. The Contractor shall not permit any individual to provide services under this Contract who is under supervision or jurisdiction of any parole, probation or correctional authority. Persons under any such supervision may work for other elements of the Contractor's agency that are independent of the contracted services.

Note that a felony or first-degree misdemeanor conviction, a plea of guilty or nolo contendere to a felony or first-degree misdemeanor crime, or adjudication of guilt withheld to a felony or first-degree misdemeanor crime does not automatically bar the Contractor from hiring the proposed employee. However, the Department reserves the right to prior approval in such cases. Generally, two (2) years with no criminal history is preferred. The Contractor shall make full written report to the Contract Manager within three (3) calendar days whenever an employee has a criminal charge filed against them, or an arrest, or receives a Notice to Appear for violation of any criminal law involving a misdemeanor, or felony, or ordinance (except minor violations for which the fine or bond forfeiture is two hundred dollars

(\$200) or less) or when Contractor or Contractor's staff has knowledge of any violation of the laws, rules, directives or procedures of the Department

3. Staff Conduct

The Contractor's staff on-site shall adhere to the standards of conduct prescribed in Chapter 33-208, Florida Administrative Code, and as prescribed in the Department's personnel policy and procedure guidelines, particularly rules of conduct, employee uniform and clothing requirements (as applicable), security procedures, and any other applicable rules, regulations, policies and procedures of the Department.

In addition, the Contractor shall ensure that all staff adhere to the following requirements:

- a. The Contractor's staff shall not display favoritism to, or preferential treatment of, one inmate or group of inmates over another.
- b. The Contractor's staff shall not deal with any inmate except in a relationship that supports services under this Contract. Specifically, staff members must never accept for themselves or any member of their family, any personal (tangible or intangible) gift, favor, or service from an inmate or an inmate's family or close associate, no matter how trivial the gift or service may seem. The Contractor shall report to the Contract Manager any violations or attempted violation of these restrictions. In addition, no staff member shall give any gifts, favors or services to inmates, their family or close associates.
- c. The Contractor's staff shall not enter into any business relationship with inmates or their families (example – selling, buying or trading personal property), or personally employ them in any capacity.
- d. The Contractor's staff shall not have outside contact (other than incidental contact) with an inmate being served or their family or close associates, except for those activities that are to be rendered under the Contract.
- e. The Contractor's staff shall not engage in any conduct which is criminal in nature or which would bring discredit upon the Contractor or the State. In providing services pursuant to this Contract, the Contractor shall ensure that its employees avoid both misconduct and the appearance of misconduct.
- f. Any violation or attempted violation of the restrictions referred to in this section regarding employee conduct shall be reported by phone and in writing to the Contract Manager or their designee, including proposed action to be taken by the Contractor. Any failure to report a violation or take appropriate disciplinary action against the offending party or parties shall subject the Contractor to appropriate action, up to and including termination of this Contract.
- g. The Contractor shall report any incident described above, or requiring investigation by the Contractor, in writing, to the Contract Manager or their designee within twenty four (24) hours, of the Contractor's knowledge of the incident.

O. Training, Training Materials, Instructional Brochures

The Contractor shall develop and provide training as determined necessary by the Department on the ITS system. All training shall be provided by the Contractor's full-time

trainer (position outlined in Section II., N.) who will provide ongoing training as needed to ensure current and incoming DC staff is properly trained in the operational use of the inmate telephone service and system and the use of all associated equipment and services, specifically training in use of monitoring and reporting functionality. In addition, refresher training shall be provided as determined necessary by the Department. Training shall take place at locations designated by the Department as determined necessary by the Local Contract Coordinator-Operations.

The Contractor shall provide all materials and equipment necessary to perform the training and shall utilize actual equipment utilized under the resulting Contract. A minimum of one hundred (100) copies of the approved training curriculum and/or user manuals for Department staff shall be made available for each training session. Additional training manuals shall be provided upon request of the Contract Manager or Local Contract Coordinator-Operations or designee.

The Contractor shall provide a sufficient number of instructional brochures to friends and families explaining the inmate telephone service, including rates for collect calls, and rates and payment options for pre-paid accounts.

In addition, upon implementation of the e-messaging service, the Contractor shall provide a sufficient number of instructional brochures to friends and families explaining the e-messaging service, including rates and payment options.

In addition, the Contractor shall provide a sufficient number of instructional brochures explaining use of the telephone service for distribution to inmates.

All training, training materials and instructional brochures shall be provided at no cost to the Department.

P. Performance Measures

By executing this contract, Contractor agrees to be held accountable for the achievement of certain performance measures in successfully delivering services under this Contract. The following Performance Measure categories shall be used to measure Contractor's performance and delivery of services: Note: the Contractor shall comply with all contract terms and conditions upon execution of contract and the Department may monitor each site upon implementation of services at that site to ensure that contract requirements are being met.

1. Performance Outcomes and Standards; and
2. Other Contract Requirements.

A description of each of the Performance Measure categories is provided below:

1. Performance Outcomes and Standards

Listed below are the key Performance Outcomes and Standards deemed most crucial to the success of the overall desired Inmate Telephone Service. The Contractor shall ensure that the stated performance outcomes and standards (level of achievement) are met. Performance shall be measured per institution as indicated, beginning the second month after which service has been fully implemented.

- a. Completion of Routine Service:



Outcome: All requests for routine service shall be completed within twenty-four (24) hours of request for service from the Department, unless otherwise excepted.

Measure: Compare the date/time that service is completed to the date/time that the request for service was received from the Department by the Contractor. (Measure Monthly for each institutional location).

Standard: Ninety-five percent (95%) of routine service requests shall be completed within twenty-four (24) hours of notice from the Department.

b. Completion of Major Emergency Repair Service:

Outcome: All major emergency repair service shall be completed within twelve (12) hours of request for repair from the Department, unless otherwise excepted.

Measure: Compare the date and time that major emergency repair service is completed to the date/time that the request for major emergency repair service was received from the Department by the Contractor. (Measure Monthly for each institutional location).

Standard: Ninety-five percent (95%) of major emergency repair service shall be completed within twelve (12) hours of notice from the Department.

c. Commission and Call Detail Report (Invoice Documentation):

Outcome: The Contractor shall provide the Commission and Call Detail Report within thirty (30) days of the last day of the Contractor's regular billing cycle.

Measure: Compare the date the Commission and Call Detail Report was received with the last day of the Contractor's regular billing cycle. (Measure Monthly)

Standard: One hundred percent (100%) of Commission and Call Detail Reports shall be received within thirty (30) days of the last day of the Contractor's regular billing cycle.

By execution of this Contract the Contractor hereby acknowledges and agrees that its performance under the Contract shall meet the standards set forth above. Any failure by the Contractor to achieve any outcome and standard identified above may result in assessment of Liquidated Damages as provided in Section II., R. Any such assessment and/or subsequent payment thereof shall not affect the Contractor's obligation to provide services as required by this Contract.

2. Other Contract Requirements

Standard: The Department will monitor the Contractor's performance to determine compliance with other contract requirements at each institutional site, including, but not limited to, the following:

- a. Transition/Implementation/Installation of System;
- b. Bi-Annual Audit;
- c. Timely Submittal of Corrective Action Plans (when applicable); and

- d. Compliance with Other Terms and Conditions of the Contract not involving delivery of services otherwise listed above.

Measure: Failure to meet the agreed-upon Final Transition/Implementation schedule or failure to meet the Bi-Annual Audit Requirement will result in the imposition of liquidated damages without opportunity for correction or relief as a result of extenuating circumstances. For compliance regarding Other Terms and Conditions of the Contract, the Contractor shall achieve 100% compliance after the time frames indicated in the Contractor's Corrective Action Plan (CAP) for completion of corrective action on identified deficiencies.

Q. Monitoring Methodology

1. Performance Outcomes and Standards

The Department's Contract Manager and/or designee will monitor the Contractor's service delivery to determine if the Contractor has achieved the required level of performance for each Performance Outcome and Standard identified in Section II., P., 1. Performance measures shall be assessed as specified beginning the second month after services have been implemented. If the Department determines that Contractor has failed a Performance Outcome and Standard, Contractor will be sent a formal contract communication in accordance with Section II., C. Note: The Contractor shall correct all identified non-compliant service delivery related to failure to meet the Performance Outcomes and Standards identified in Section II., P., 1, however, this shall not negate the fact that a performance outcome and standard has not been met and that liquidated damages will be imposed.

2. Other Contract Requirements

Monitoring for Other Contract Requirements, identified in Section II., P., 2., shall be conducted no less than twice a year. (Final Contract Monitoring tool to be developed by the Department's Bureau of Institutional Support Services in accordance with the requirements in the resultant contract.) Such monitoring may include, but is not limited to, both announced and unannounced site visits.

The Department's Contract Manager or designee will provide an oral exit report at termination of the monitoring visits and a written monitoring report to the Contractor within three weeks of the monitoring. Non-compliance issues identified by the Contract Manager or designee will be identified in detail to provide opportunity for correction, where feasible.

Within ten (10) days of receipt of the Department's monitoring report, the Contractor shall provide a formal Corrective Action Plan (CAP) in response to all noted deficiencies to include responsible individuals and required time frames for achieving compliance. Such time frames for compliance shall not exceed thirty (30) days, unless specifically agreed upon in writing by the Department. All noted deficiencies shall be corrected within the time frames identified or the Department will impose liquidated damages in accordance with Section II., R.,2. The Contract Manager, Local Contract Coordinator - Operations or other designated Department staff may conduct follow-up monitoring reviews at any time to determine compliance based upon the submitted CAP.

The Department reserves the right for any Department staff to make scheduled or unscheduled, announced or unannounced monitoring visits.

During follow-up monitoring, any noted failure by the Contractor to correct deficiencies for Other Contract Requirement violations identified in the monitoring report within the time frame specified in the CAP may result in application of Liquidated Damages as specified in Section II., R.,2.

3. Repeated Instances

Repeated instances of failure to meet either the Performance Outcomes and Standards or Other Contract Requirements or to correct deficiencies may, in addition to imposition of liquidated damages, result in determination of Breach of Contract, and/or termination of the Contract in accordance with Section VI, Termination.

R. Liquidated Damages

The Contractor expressly agrees to the imposition of liquidated damages.

The Department's Contract Manager will provide written notice to the Contractor's Representative of all liquidated damages assessed accompanied by detail sufficient for justification of assessment. The Contractor shall forward a cashier's check or money order to the Contract Manager, payable to the Department in the appropriate amount, within ten (10) days of receipt of a written notice of demand for damages due.

1. Liquidated Damages For Failure to meet Performance Outcomes and Standards

The Contractor hereby acknowledges and agrees that its performance under the Contract shall meet the Performance Outcomes and Standards set forth in Section II., P., 1. If the Contractor fails to meet any Performance Outcomes and Standards, the Department will impose Liquidated Damages in the amount of \$2,500.00 per standard per institutional site. Repeated failure to meet performance outcomes and standards in consecutive months will result in liquidated damages being doubled.

2. Liquidated Damages For Other Contract Requirements

For failure to meet other contract requirements, set forth in Section II.,R.,2, liquidated damages will be imposed as follows:

a. Failure to Meet Implementation/Transition Schedule

In the event the Contractor fails to complete transition, implementation and installation of the ITS at each facility within the time frames established on the Final Transition and Implementation Schedule, liquidated damages in the amount of ten thousand dollars (\$10,000.00) per institution/facility for which services were not timely implemented will be imposed against the Contractor. Continued failure to complete transition, implementation and installation of services will result in the imposition of damages in the amount of five thousand dollars (\$5,000.00) for each additional ten (10) day period or part thereof that the institution/facility remains non-operational, until such time as services are fully implemented and fully operational.

b. Failure to Meet Performance on Bi-Annual Audit

In the event the bi-annual audit specified in Section II. L., fails to verify that the Contractor's Inmate Telephone Service and systems and equipment are accurately and completely recording all calls and/or related charges as required, liquidated damages in the amount of ten thousand dollars (\$10,000.00) will be imposed against the Contractor for the bi-annual audit period failed.

c. Failure to Timely Submit Corrective Action Plan (CAP)

In the event that the Contractor received a Monitoring Report requiring a Corrective Action Plan (CAP) and fails to submit a CAP responding to each specified written deficiency within the time frames specified in Section II., Q., liquidated damages in the amount of five thousand dollars (\$5,000.00) will be imposed against the Contractor.

d. Failure to Timely Correct Identified Contract Deficiencies

In the event the Contractor fails to correct deficiencies noted in the Department's monitoring report within the time frames indicated in the CAP, liquidated damages in the amount of one thousand dollars (\$1,000.00) per day per institutional site where deficiencies exist shall be imposed until such time as all noted deficiencies are corrected unless otherwise agreed to by the Department.

e. Failure to Timely Submit Final commission Payment

In the event the Contractor fails to submit the final commission payment to the Department no more than forty-five (45) days after the end date of this Contract, liquidated damages in the amount of fifteen hundred dollars (\$1,500.00) per day for each day of late submission shall be imposed.

S. Deliverables

The following services or service tasks are identified as deliverables for the purposes of this Contract:

- Inmate Telephone Services as described in this Contract.
- A telephone calling system and database for monitoring purposes.
- All related equipment as set forth in Section II., K.
- Reporting as set forth in Section II., M.
- Compliance with contract terms and conditions.

T. Contract Termination Requirements

Upon the expiration date of the Contract resulting from this Contract (or any other termination date), the Contractor shall provide a copy of all historical data, in a format to be determined by the Contract Manager.

If, at any time, this Contract is canceled, terminated or otherwise expires, and a Contract is subsequently executed with a firm other than the Contractor, the Contractor has the

affirmative obligation to assist in the smooth transition of Contract services to the subsequent Contractor, including the provision of documents and information not otherwise protected from disclosure by law.

**III. COMPENSATION**

**A. Payments and Invoices**

The Department established a fixed “to connect” surcharge for service delivery of its ITS. The “to-connect” surcharge established by the Department shall be utilized by the Contractor for local, local extended area calls, and for all calls on the North American Dialing Plan, including interlata, intralata, and interstate calls. There shall be no additional rate per minute charges allowed for local coin and local extended area calls.

**COLLECT CALL SURCHARGE:**

The Contractor shall provide inmate telephone COLLECT CALL service at the following surcharges and rates:

<b>TYPE OF CALL</b>	<b>“TO CONNECT” SURCHARGE</b>	<b>RATE PER MINUTE</b>
Local Coin	\$.50	\$0.00
Local Extended Area	\$.50	\$0.00
Inter-lata	\$1.20	\$0.04
Intra-lata	\$1.20	\$0.04
Interstate	\$1.20	\$0.04

**PREPAID CALL SURCHARGE:**

The Contractor shall provide inmate telephone PREPAID CALL service at the following surcharges and rates:

<b>TYPE OF CALL</b>	<b>“TO CONNECT” SURCHARGE</b>	<b>RATE PER MINUTE</b>
Local Coin	\$.50	\$0.00
Local Extended Area	\$.50	\$0.00
Inter-lata	\$1.02	\$0.04
Intra-lata	\$1.02	\$0.04
Interstate	\$1.02	\$0.04

**INTERNATIONAL CALL SURCHARGE AND RATES PER MINUTE:**

Surcharge and Rates per Minute for International Calls (Collect and Prepaid) shall not exceed the maximum rate allowed by the appropriate regulatory authority during the time the call is placed.

Charges for calls shall include only the time from the point at which the called party accepts the call and shall end when either party returns to an on-hook condition or until either party attempts a hook flash. There shall be no charges to the called party for any setup time for either collect or prepaid calls.

There shall be no additional fees, surcharges, or other types of costs associated with collect or prepaid calls or for establishing prepaid accounts billed to either the Department or families and friends of inmates establishing prepaid accounts.

In addition, the Contractor shall not charge, pass on, or pass through to the customer paying for collect or prepaid calls any charges referred to as Local Exchange Carrier's (LEC's) or Competitive Local Exchange Carrier's (CLEC's) billing costs, or any bill rendering fee or billing recovery fee. The Contractor shall also ensure that LEC's and CLEC's do not charge or pass on to the customer any additional fee or surcharges for billing. The Contractor shall be responsible for any such LEC or CLEC surcharges incurred if billing through the LEC or CLEC.

The Contractor shall pay to the Department each month a thirty-five percent (35%) commission of gross revenues received from this Contract. The Contractor shall be responsible for collections and fraud, and shall not make any deductions from gross revenue for uncollectible accounts, billing fees or other administrative costs prior to applying the commission percentage. Notwithstanding the above, gross revenues shall not include taxes charged by an appropriate governmental entity. The monthly commission amount is therefore obtained by multiplying the commission percentage times each month's total charges. Commission and Call Detail reports will be required with the monthly commission payment.

1. **Guaranteed Commission/Monthly Payment to the Department**

The Contractor shall pay the Department a monthly thirty-five percent (35%) commission based on the gross revenue. The Department will begin to receive payment for a facility on the date the Contractor assumes responsibility for the operation of that facility's inmate telephone service in accordance with the Final Transition and Implementation Plan.

2. **Monthly Payment Submission**

The Contractor shall remit the total monthly payment broken down into two (2) submittals: one (1) submittal shall be comprised of the total monthly commission due to the Department for recouping of the Department's operating costs (amount to be determined by Department within twenty (20) days of execution of contract) and a second submittal consisting of the remaining amount of the monthly commission due to the Department. Payment of the monthly amount shall be tendered to the Department by Electronic Funds Transfer (EFT) to a specified Department account within thirty (30) days after the final day of the Contractor's regular monthly billing cycle.

3. **Commission and Call Detail Report/Supporting Documentation for Monthly Payment**

The Contractor shall submit to the Department, as supporting detail for the monthly payment of commission, a Commission and Call Detail Report in detail sufficient to allow the Department to recalculate gross revenue and validate the accuracy of the Department's commission and for a proper pre-audit and post-audit thereof. The Contractor shall submit the Commission and Call Detail Report with supporting documentation to the Local Contract Coordinator - Accounting:

Michael Deariso, CPA  
Bureau of Finance and Accounting

Department of Corrections  
Attention Revenues and Receipts  
P.O. Box 13600  
Tallahassee, FL 32317-3600

The Commission and Call Detail Report shall consist of the following: A list of all inmate calls made by PIN, time connected, time disconnected, rate charged [both per minute and total charge, separating any surcharge], duration of call, and called number and any other information necessary for the Department to independently calculate the gross revenue and the commission due. The report shall be submitted monthly on CD-ROM in detail and with a hard copy summary and shall also reflect the gross revenues generated by all inmate phones. Additional documentation requirements may be requested by the Department.

4. Final Commission Payment

The Contractor shall submit the final commission payment to the Department no more than forty-five (45) days after the end date of this Contract. If the Contractor fails to do so, the Contractor agrees to submit additional payment in the amount of fifteen hundred dollars (\$1,500.00) per day for each day of late submission (See Section II., R., 2., e.).

5. Subcontracts

No payments shall be made to the Subcontractor until all subcontracts have been approved, in writing by the Department.

B. Travel Expenses

The Department shall not be responsible for the payment of any travel expense for the Contractor that occurs as a result of this Contract.

C. Contractor's Expenses

The Contractor shall pay for all licenses, permits, and inspection fees or similar charges required for this Contract, and shall comply with all laws, ordinances, regulations, and any other requirements applicable to the work to be performed under this Contract.

**IV. CONTRACT MANAGEMENT**

A. Department's Contract Manager

The Contract Manager for this Contract will be:

Charles D. Terrell, Chief, Bureau of Institutional Support Services  
Department of Corrections  
2601 Blair Stone Road  
Tallahassee, Florida 32399-2500  
Phone: (850) 410-4278  
Fax: (850) 922-9277  
terrell.charlie@mail.dc.state.fl.us

The Contract Manager will perform the following functions:

1. Maintain a contract management file;
2. Serve as the liaison between the Department and the Contractor;
3. Verify receipt of deliverables from the Contractor;
4. Monitor the Contractor's progress;
5. Evaluate the Contractor's performance;
6. Direct the Contract Administrator to process all amendments, renewals and terminations of this Contract;
7. Evaluate Contractor performance upon completion of the overall Contract. This evaluation will be placed on file and will be considered if the Contract is subsequently used as a reference in future procurements.

The Contract Manager may delegate the following functions to the Local Contract Coordinator (LCC):

1. Verify receipt of deliverables from the Contractor;
2. Monitor the Contractor's performance; and
3. Will notify the Contract Manager that the work is completed and will email and /or fax any documents relating to the service.

The Local Contract Coordinator for this Contract will be:

**Operations:**

Larry Purintun  
General Services Manager  
2601 Blair Stone Road  
Tallahassee, Florida 32399-2500  
Phone: (850) 410-4180  
Fax: (850) 922-9277  
Email: purintun.larry@mail.dc.state.fl.us

**Accounting:**

Michael Deariso  
Finance and Accounting Director III  
2601 Blair Stone Road  
Tallahassee, Florida 32399-2500  
Phone: (850) 922-9836  
Fax: (850) 488-1196  
Email: [deariso.michael@mail.dc.state.fl.us](mailto:deariso.michael@mail.dc.state.fl.us)

**B. Department's Contract Administrator**

The Contract Administrator for this Contract will be:

Lisa M. Bassett, Chief  
Bureau of Procurement & Supply  
Department of Corrections  
2601 Blair Stone Road  
Tallahassee, Florida 32399-2500  
Phone: (850) 488-6671  
Fax: (850) 922-5330  
Email: bassett.lisa@mail.dc.state.fl.us

The Contract Administrator will perform the following functions:

1. Maintain the official Contract file;
2. Process all Contract amendments, renewals, and termination of the Contract; and
3. Maintain the official records of all formal correspondence between the Department and the Contractor.



C. Contractor's Representative

The name, title, address, and telephone number of the Contractor's representative responsible for administration and performance under this Contract is:

Daniel McGuinn, Account Executive  
SECURUS Technologies, Inc.  
688 NW 33<sup>RD</sup> Street  
Margate, Florida 33063  
Phone: (954) 753-5184  
Fax: (954) 753-5184  
Email: dmcguinn@securustech.net

D. Contract Management Changes

After execution of this Contract, any changes in the information contained in Section IV., Contract Management, will be provided to the other party in writing and a copy of the written notification shall be maintained in the official Contract record.

**V. CONTRACT MODIFICATION**

Unless otherwise stated herein, modifications to the provisions of this Contract, with the exception of Section IV., CONTRACT MANAGEMENT, shall be valid only through execution of a formal Contract amendment.

**VI. TERMINATION**

A. Termination at Will

This Contract may be terminated by the Department upon no less than ninety (90) calendar days' notice, without cause, or by the Contractor upon no less than one hundred twenty (120) calendar days' notice, without cause, unless a lesser time is mutually agreed upon by both parties. Notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery.

B. Termination for Cause

If a breach of this Contract occurs by the Contractor, the Department may, by written notice to the Contractor, terminate this Contract upon twenty-four (24) hours' notice. Notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery. If applicable, the Department may employ the default provisions in Chapter 60A-1, Florida Administrative Code. The provisions herein do not limit the Department's right to remedies at law or to damages.

C. Termination for Unauthorized Employment

Violation of the provisions of Section 274A of the Immigration and Nationality Act shall be grounds for unilateral cancellation of this Contract.

**VII. CONDITIONS**

**A. Records**

1. Public Records Law

The Contractor agrees to allow the Department and the public access to any documents, papers, letters, or other materials subject to the provisions of Chapters 119 and 945.10, Florida Statutes, made or received by the Contractor in conjunction with this Contract. The Contractor's refusal to comply with this provision shall constitute sufficient cause for termination of this Contract.

2. Audit Records

a. The Contractor agrees to maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the Department under this Contract, and agrees to provide a financial and compliance audit to the Department or to the Office of the Auditor General and to ensure that all related party transactions are disclosed to the auditor.

b. The Contractor agrees to include all record-keeping requirements in all subcontracts and assignments related to this Contract.

3. Retention of Records

The Contractor agrees to retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertaining to this Contract for a period of five (5) years. The Contractor shall maintain complete and accurate record-keeping and documentation as required by the Department and the terms of this Contract. Copies of all records and documents shall be made available for the Department upon request. All invoices and documentation must be clear and legible for audit purposes. All documents must be retained by the Contractor at the address listed in Section IV., C., Contractor's Representative or the address listed in Section III., D., Official Payee, for the duration of this Contract. Any records not available at the time of an audit will be deemed unavailable for audit purposes. Violations will be noted and forwarded to the Department's Inspector General for review. All documents must be retained by the Contractor at the Contractor's primary place of business for a period of five (5) years following termination of the Contract, or, if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings. The Contractor shall cooperate with the Department to facilitate the duplication and transfer of any said records or documents during the required retention period. The Contractor shall advise the Department of the location of all records pertaining to this Contract and shall notify the Department by certified mail within ten (10) days if/when the records are moved to a new location.

**B. Sponsorship**

If the Contractor is a nongovernmental organization which sponsors a program financed partially by State funds, including any funds obtained through this Contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by SECURUS

Technologies, Inc. and the State of Florida, Department of Corrections.” If the sponsorship reference is in written material, the words “State of Florida, Department of Corrections” shall appear in the same size letters or type as the name of the organization.

F. Employment of Department Personnel

The Contractor shall not knowingly engage in this project, on a full-time, part-time, or other basis during the period of this Contract, any current or former employee of the Department where such employment conflicts with Section 112.3185, Florida Statutes.

G. Non-Discrimination

No person, on the grounds of race, creed, color, national origin, age, gender, marital status or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to, discrimination in the performance of this Contract.

H. Americans with Disabilities Act

The Contractor shall comply with the Americans with Disabilities Act. In the event of the Contractor’s noncompliance with the nondiscrimination clauses, the Americans with Disabilities Act, or with any other such rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Contracts.

I. Indemnification

The Contractor shall be liable, and agrees to be liable for, and shall indemnify, defend, and hold the Department, its employees, agents, officers, heirs, and assignees harmless from any and all claims, suits, judgments, or damages including court costs and attorney’s fees arising out of intentional acts, negligence, or omissions by the Contractor, or its employees or agents, in the course of the operations of this Contract, including any claims or actions brought under Title 42 USC §1983, the Civil Rights Act.

J. Contractor’s Insurance

The Contractor agrees to provide adequate insurance coverage on a comprehensive basis and to hold such insurance at all times during the existence of this Contract. The Contractor accepts full responsibility for identifying and determining the type(s) and extent of insurance necessary to provide reasonable financial protection for the Contractor and the Department under this Contract. Upon the execution of this Contract, the Contractor shall furnish the Contract Manager written verification of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Department reserves the right to require additional insurance where appropriate.

If the Contractor is a state agency or subdivision as defined in Section 768.28, Florida Statutes, the Contractor shall furnish the Department, upon request, written verification of liability protection in accordance with Section 768.28, Florida Statutes. Nothing herein shall be construed to extend any party’s liability beyond that provided in Section 768.28, Florida Statutes.

K. Independent Contractor Status

The Contractor shall be considered an independent Contractor in the performance of its duties and responsibilities under this Contract. The Department shall neither have nor exercise any control or direction over the methods by which the Contractor shall perform its work and functions other than as provided herein. Nothing in this Contract is intended to, nor shall be deemed to constitute, a partnership or a joint venture between the parties.

L. Disputes

Any dispute concerning performance of this Contract shall be resolved informally by the Contract Manager. Any dispute that can not be resolved informally shall be reduced to writing and delivered to the Department's Deputy Assistant Secretary of Institutions-Operations. The Deputy Assistant Secretary of Institutions-Operations shall decide the dispute, reduce the decision to writing, and deliver a copy to the Contractor, the Contract Manager and the Contract Administrator.

M. Copyrights, Right to Data, Patents and Royalties

Where activities supported by this Contract produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representation and works of any similar nature, the Department has the right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Department to do so. If the materials so developed are subject to copyright, trademark, or patent, legal title and every right, interest, claim or demand of any kind in and to any patent, trademark or copyright, or application for the same, will vest in the State of Florida, Department of State for the exclusive use and benefit of the State. Pursuant to Section 286.021, Florida Statutes, no person, firm or corporation, including parties to this Contract, shall be entitled to use the copyright, patent, or trademark without the prior written consent of the Department of State.

The Department shall have unlimited rights to use, disclose or duplicate, for any purpose whatsoever, all information and data developed, derived, documented, or furnished by the Contractor under this Contract. All computer programs and other documentation produced as part of the Contract shall become the exclusive property of the State of Florida, Department of State, and may not be copied or removed by any employee of the Contractor without express written permission of the Department.

The Contractor, without exception, shall indemnify and save harmless the Department and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by the Contractor. The Contractor has no liability when such claim is solely and exclusively due to the combination, operation, or use of any article supplied hereunder with equipment or data not supplied by the Contractor or is based solely and exclusively upon the Department's alteration of the article. The Department will provide prompt written notification of a claim of copyright or patent infringement and will afford the Contractor full opportunity to defend the action and control the defense of such claim.

Further, if such a claim is made or is pending, the Contractor may, at its option and expense, procure for the Department the right to continue use of, replace, or modify the article to render it noninfringing. (If none of the alternatives are reasonably available, the Department agrees to return the article to the Contractor upon its request and receive reimbursement, fees and costs, if any, as may be determined by a court of competent jurisdiction.) If the Contractor uses any

design, device, or materials covered by letter, patent or copyright, it is mutually agreed and understood without exception that the Contract prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work to be performed hereunder.

N. Subcontracts

The Contractor is fully responsible for all work performed under this Contract. The Contractor may, upon receiving written consent from the Department's Contract Manager, enter into written subcontract(s) for performance of certain of its functions under this Contract. No subcontract, which the Contractor enters into with respect to performance of any of its functions under this Contract, shall in any way relieve the Contractor of any responsibility for the performance of its duties. All payments to subcontractors shall be made by the Contractor.

O. Assignment

The Contractor shall not assign its responsibilities or interests under this Contract to another party without prior written approval of the Department's Contract Manager. The Department shall, at all times, be entitled to assign or transfer its rights, duties and obligations under this Contract to another governmental agency of the State of Florida upon giving written notice to the Contractor.

P. Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Contract or interruption of performance resulting directly or indirectly from acts of God, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes.

Q. Severability

The invalidity or unenforceability of any particular provision of this Contract shall not affect the other provisions hereof and this Contract shall be construed in all respects as if such invalid or unenforceable provision was omitted, so long as the material purposes of this Contract can still be determined and effectuated.

R. Use of Funds for Lobbying Prohibited

The Contractor agrees to comply with the provisions of Section 216.347, Florida Statutes, which prohibits the expenditure of State funds for the purposes of lobbying the Legislature, the Judicial branch, or a State agency.

S. Verbal Instructions

No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any Department employee. Only those communications that are in writing from the Department's staff identified in Section IV., Contract Management, of this Contract shall be considered a duly authorized expression on behalf of the Department. Only communications from the Contractor's representative identified in Section IV., C., which are in writing and signed, will be recognized by the Department as duly authorized expressions on behalf of the Contractor.

T. Conflict of Interest

The Contractor shall not compensate in any manner, directly or indirectly, any officer, agent or employee of the Department for any act or service that he/she may do, or perform for, or on behalf of, any officer, agent, or employee of the Contractor. No officer, agent, or employee of the Department shall have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made, by anyone for, or on behalf of, the Department.

U. Department of State Licensing Requirements

All entities defined under Chapters 607, 617 or 620, Florida Statutes, seeking to do business with the Department, shall be on file and in good standing with the State of Florida, Department of State.

V. MyFloridaMarketPlace Vendor Registration

All vendors that have not re-registered with the State of Florida since March 31, 2003, shall go to <http://vendor.myfloridamarketplace.com/> to complete on-line registration, or call 1-866-352-3776 for assisted registration.

W. Public Entity Crimes Information Statement

A person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not submit a bid or proposal to provide any goods or services to a public entity, may not submit a bid or proposal to a public entity for the construction or repair of a public building or public work, may not submit bids or proposals for leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor List.

X. Discriminatory Vendors List

An entity or affiliate who has been placed on the Discriminatory Vendor List may not submit a bid or proposal to provide goods or services to a public entity, may not submit a bid or proposal with a public entity for the construction or repair of a public building or public work, may not submit bids or proposals on leases of real property to a public entity, may not perform work as a Contractor, supplier, subcontractor or consultant under a Contract with any public entity and may not transact business with any public entity.

Y. Governing Law and Venue

This Contract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with the laws, rules and regulations of the State of Florida. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

Z. No Third Party Beneficiaries

Except as otherwise expressly provided herein, neither this Contract, nor any amendment, addendum or exhibit attached hereto, nor term, provision or clause contained therein, shall be construed as being for the benefit of, or providing a benefit to, any party not a signatory hereto.

AA. Reservation of Rights

The Department reserves the exclusive right to make certain determinations regarding the service requirements outlined in this Contract. The absence of the Department setting forth a specific reservation of rights does not mean that any provision regarding the services to be performed under this Contract are subject to mutual agreement. The Department reserves the right to make any and all determinations exclusively which it deems are necessary to protect the best interests of the State of Florida and the health, safety and welfare of the Department's inmates and of the general public which is serviced by the Department, either directly or indirectly, through these services.

BB. Cooperative Purchasing

As provided in Section 287.042(16)(a), Florida Statutes, other State agencies may purchase from this Contract, provided that the Department of Management Services has determined that the Contract's use is cost effective and in the best interest of the State. Upon such approval, the Contractor may, at its discretion, sell these commodities or services to additional agencies, upon the terms and conditions contained herein. In addition, other political subdivisions may also purchase from this Contract at the discretion of the Contractor. Entities purchasing from this Contract assume and bear complete responsibility with regard to performance of any contractual obligation or term.

CC. Scope Changes After Contract Execution

During the term of the Contract, the Department may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract.

The Department may make an equitable adjustment in the Contract prices or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld.

The Department shall provide written notice to the Contractor thirty (30) days in advance of any Department required changes to the technical specifications and/or scope of service that affect the Contractor's ability to provide the service as specified herein. Any changes that are other than purely administrative changes will require a formal Contract Amendment.

DD. Performance Guarantee

The Contractor shall furnish the Department with a Performance Guarantee in the amount of five hundred thousand (\$500,000.00) dollars. The Performance Guarantee shall be issued for a one-year period, renewed annually for the term of the Contract. The form of the guarantee shall be a bond, cashier's check, or money order made payable to the Department.

The guarantee shall be furnished to the Contract Manager within thirty (30) days after execution of this Contract. No payments shall be made to the Contractor until the guarantee is in place and approved by the Department in writing. Upon renewal of this Contract, the Contractor shall provide proof that the performance guarantee has been renewed for the term of the Contract renewal.

Based upon Contractor performance after the initial year of the Contract, the Department may, at the Department's sole discretion, reduce the amount of the bond for any single year of the Contract or for the remaining contract period, including the renewal.

EE. Convicted Felons Certification

No personnel assigned to this Contract may be a convicted felon or have relatives either confined by or under supervision of the Department.

Waiver of breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract.

This Contract and any attachments or exhibits if included, ITN # 06-DC-7695 and the Contractor's response to the ITN, contain all the terms and conditions agreed upon by the parties. In the event of any conflict in language among these documents, this Contract will govern.

IN WITNESS THEREOF, the parties hereto have caused this Contract to be executed by their undersigned officials as duly authorized.

**CONTRACTOR:**

**SECURUS TECHNOLOGIES, INC.** through its wholly owned subsidiary, **T-NEXTIX Telecommunications Services, Inc.**

SIGNED

BY:

*D.J. Reinhold*

NAME:

*Dennis J. Reinhold*

TITLE:

*V.P. / General Counsel and Secretary*

DATE:

*9/24/07*

FEID #:

*Securus: 20-0722940*  
*T-Netix: 75-2212916*

**DEPARTMENT OF CORRECTIONS**

SIGNED

BY:

*James R. McDonough*

NAME:

**James R. McDonough**

TITLE:

**Secretary  
Department of Corrections**

DATE:

*25 Sept*

SIGNED

BY:

*Kathleen Von Hoene*

NAME:

*for* **Kathleen Von Hoene**

TITLE:

*XPS*  
**General Counsel  
Department of Corrections**

DATE:

*9/25/07*



**ATTACHMENT 1- SECURITY REQUIREMENTS FOR CONTRACTORS**

- (1) FS 944.47: Except through regular channels as authorized by the officer-in-charge of the correctional institution, it is unlawful to introduce into or upon the grounds of any state correctional institution, or to take or attempt to take or send or attempt to send therefrom any of the following articles, which are hereby declared to be contraband.
- (a) Any written or recorded communication or any currency or coin given or transmitted, or intended to be given or transmitted, to any inmate of any state correctional institution.
  - (b) Any article of food or clothing given or transmitted, or intended to be given or transmitted, to any inmate of any state correctional institution.
  - (c) Any intoxicating beverage or beverage which causes or may cause an intoxicating effect.
  - (d) Any controlled substance or any prescription or nonprescription drug having a hypnotic, stimulating or depressing effect.
  - (e) Any firearm or weapon of any kind or any explosive substance. (This includes any weapons left in vehicles)

A person who violates any provision of this section as it pertains to an article of contraband described in subsections (1) a & (1) b is guilty of a felony of the third degree. In all other cases, a violation of a provision of this section constitutes a felony of the second degree.

- (2) Do not leave keys in ignition of motor vehicles. All vehicles must be locked and windows rolled up when parked on state property. Wheel locking devices may also be required.
- (3) Keep all keys in your pockets.
- (4) Confirm, with the Institutional Warden, where construction vehicles should be parked.
- (5) Obtain formal identification (driver's license or non-driver's license obtained from the Department of Highway Safety and Motor Vehicles). This identification must be presented each time you enter or depart the institution and at the request of Departmental staff.
- (6) Absolutely no transactions between contract personnel and inmates are permitted. This includes, but is not limited to, giving or receiving cigarettes, stamps, or letters.
- (7) No communication with inmates, verbal or otherwise, is permitted without the authorization of the officer-in-charge.
- (8) Strict tool control will be enforced at all times. Tools within the correctional institution are classified as AA, A, or B. Class AA tools are defined as any tool that can be utilized to cut chain link fence fiber or razor wire in a rapid and effective manner. Class A tools are defined as those tools which, in their present form, are most likely to be used in an escape or to do bodily harm to staff or inmates. Class B tools are defined as tools of a less hazardous nature. Every tool is to be geographically controlled and accounted for at all times. At the end of the workday, toolboxes will be removed from the compound or to a secure area as directed by security staff. You must have two copies of the correct inventory with each tool box, one copy will be used and retained by security staff who will search and ensure a proper inventory of tools each time the tool box is brought into the facility, the other copy will remain with the tool box at all times. Tools should be kept to a minimum (only those tools necessary to complete your job). All lost tools must be reported to the Chief of Security (Colonel or Major) **immediately**. No inmate will be allowed to leave the area until the lost tool is recovered.

- (9) Prior approval must be obtained from the Chief of Security prior to bringing any powder-activated tools onto the compound. Strict accountability of all powder loads and spent cartridges is required.
- (10) All persons and deliveries to be on Departmental lands will enter and exit by only one designated route to be determined by the Department and subject to security checks at any time. As the security check of vehicles is an intensive and time consuming (10-15 minutes) process, the contractor is requested to minimize the number of deliveries.
- (11) Establish materials storage and working areas with the Warden and/or Chief of Security.
- (12) Control end-of-day construction materials and debris. Construction materials and debris can be used as weapons or as a means of escape. Construction material will be stored in locations agreed to by security staff and debris will be removed to a designated location. Arrange for security staff to inspect the project area before construction personnel leave. This will aid you in assuring that necessary security measures are accomplished.
- (13) Coordinate with the Warden and Chief of Security regarding any shutdown of existing systems (gas, water, electricity, electronics, sewage, etc.). Obtain institutional approval prior to shutting down any existing utility system. Arrange for alternative service (if required) and expeditious re-establishment of the shutdown system.
- (14) All staff and equipment will maintain a minimum distance of 100 feet from all perimeter fencing.
- (15) With the intent of maintaining security upon the institution's grounds, a background check will be made upon all persons employed by the contractor or who work on the project. **The Department, represented by the Institution's Warden, reserves the right to reject any person whom it determines may be a threat to the security of the institution.**

**EXHIBIT C**

**State of Florida  
Inmate Telecommunications Services**



FLORIDA DEPARTMENT OF CORRECTIONS

## Bureau of Procurement

**INVITATION TO NEGOTIATE (ITN)  
FOR  
INMATE TELECOMMUNICATIONS SERVICES  
FDC ITN-17-122**

**RELEASED ON  
November 2, 2016**

**By the:  
Florida Department of Corrections  
Bureau of Procurement  
501 S. Calhoun Street  
Tallahassee, FL 32399-2500  
(850) 717-3700**

---

**Refer ALL Inquiries to  
Procurement Officer:**

Allegra Small

[purchasing@fdc.myflorida.com](mailto:purchasing@fdc.myflorida.com)

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**TIMELINE**  
**FDC ITN-17-122**

EVENT	DUE DATE	LOCATION
Release of ITN	November 2, 2016	Vendor Bid System (VBS): <a href="http://vbs.dms.state.fl.us/vbs/main_menu">http://vbs.dms.state.fl.us/vbs/main_menu</a>
<b>Non-Mandatory</b> Pre-Bid Conference and Site Visits	November 14-16, 2016	See Section 4.16 for a complete listing of these <b><u>non-mandatory</u></b> site visits.
Questions Due	November 29, 2016 Prior to 5:00 p.m., Eastern Time	Submit to: Florida Department of Corrections Bureau of Procurement Email: <a href="mailto:purchasing@fdc.myflorida.com">purchasing@fdc.myflorida.com</a> <i>(reference solicitation number in subject line)</i>
Anticipated Posting of Answers to Submitted Questions	December 28, 2016	Vendor Bid System (VBS): <a href="http://vbs.dms.state.fl.us/vbs/main_menu">http://vbs.dms.state.fl.us/vbs/main_menu</a>
Sealed Replies Due and Opened	January 10, 2017 at 2:00 p.m., Eastern Time	Florida Department of Corrections Bureau of Procurement 501 South Calhoun Street Tallahassee, Florida 32399
Evaluation Team Meeting	January 18, 2017	Florida Department of Corrections Bureau of Procurement 501 South Calhoun Street Tallahassee, Florida 32399
Anticipated posting of Respondents initially invited for Negotiations	February 19, 2017	Vendor Bid System (VBS): <a href="http://vbs.dms.state.fl.us/vbs/main_menu">http://vbs.dms.state.fl.us/vbs/main_menu</a>
Anticipated Negotiations	March, 2017	Florida Department of Corrections Bureau of Procurement 501 South Calhoun Street Tallahassee, Florida 32399
Anticipated Posting of Intent to Award	April, 2017	Vendor Bid System (VBS): <a href="http://vbs.dms.state.fl.us/vbs/main_menu">http://vbs.dms.state.fl.us/vbs/main_menu</a>

## SECTION 1 – DEFINITIONS

The following terms used in this Invitation to Negotiate (ITN), unless the context otherwise clearly requires a different construction and interpretation, have the following meanings:

- 1.1 **“Accepting a Call” (from the Inmate Telephone System)**: An outgoing call made by an inmate to a terminating number that is accepted by the person at that number. This acceptance requires affirmative action on the part of the recipient (e.g., pressing a code key on a touch-tone phone or dialing a code number on a rotary phone or giving a specific, discernible voice key).
- 1.2 **Breach of Contract**: A failure of the Vendor(s) to perform in accordance with the terms and conditions of the Contract, which may result from this ITN.
- 1.3 **Business Day**: A business day is considered to be Monday through Friday from 8:00 a.m. to 5:00 p.m., Eastern Time (ET), excluding weekends and state holidays. For services provided at an institution in the Central Time Zone, a business day is considered to be Monday through Friday from 7:00 a.m. to 4:00 p.m., Central Time (CT).
- 1.4 **Contract**: The agreement, resulting from this ITN, between the successful Vendor and the Department.
- 1.5 **Contract Non-Compliance**: Failure to meet, or comply with, any requirement, deliverable, performance measure, or term of the resultant Contract.
- 1.6 **Vendor or Respondent**: The organizational entity serving as the primary Vendor with whom a Contract will be executed. The term Vendor shall include all employees, subcontractors, agents, volunteers, and anyone acting on behalf of, in the interest of, or for, the primary Vendor.
- 1.7 **Corrective Action Plan (CAP)**: A Vendor’s comprehensive written response to any deficiencies discovered in the course of Contract monitoring, and plan for remediation of those deficiencies.
- 1.8 **Day**: Calendar day, unless otherwise stated.
- 1.9 **Department**: The Department of Corrections, or FDC.
- 1.10 **Gross Revenue**: The total amount charged to the terminating number from each telephone at every facility listed in and/or added to the Contract. Gross Revenue refers to charges, not collections.
- 1.11 **Hook Flash**: The act of pushing the hook of the telephone (the part on which the receiver sits) and immediately releasing it.
- 1.12 **Inmate Calling List**: A list containing 10 designated terminating numbers that may be called by an inmate who has telephone privileges.



- 1.13 **Inmates**: All persons, male and female, residing in institutions, admitted, or committed to the care and custody of the Department. This term encompasses all persons residing in any current or new facility, including but not limited to, correctional institutions, annexes, work camps, road prisons, and forestry camps.
- 1.14 **Major Emergency**: An occurrence of any of the following:
- 1) A failure of a local or remote processor, its common equipment or power supplies which renders the system incapable of performing its normal functions;
  - 2) A failure of the recording equipment or any of its components that affects the full recording operation;
  - 3) A failure of 50% or more of the inmate stations at any one area within a Department facility;
  - 4) A failure of the Inmate Telecommunication Service (ITS) functions that results in the ability of inmates to place calls without the use of PINs;
  - 5) A failure of the ITS functions that results in the ability of inmates to make direct dialed calls when the ITS is operating in collect-only mode; and
  - 6) A failure of the ITS functions that results in the ability of inmates to reach a “live” operator.
- 1.15 **Mandatory Responsiveness Requirements**: Terms, conditions or requirements that must be met by the Respondent to be responsive to this ITN. These responsiveness requirements are **mandatory**. Failure to meet these responsiveness requirements will cause rejection of a Reply. Any reply rejected for failure to meet mandatory responsiveness requirements will not be further evaluated.
- 1.16 **Managed Access Solution**: A solution that will prevent unwanted or unauthorized access to commercial wireless networks for a specified area while simultaneously enabling legitimate, mission-critical or emergency connections.
- 1.17 **Material Deviations**: The Department has established certain requirements with respect to Replies submitted. The use of shall, must, or will (except to indicate the future) in this ITN indicates a requirement, or condition, which may not be waived by the Department, except where the deviation is not material. A deviation is material if, in the Department’s sole discretion, the deficient response is not in substantial accord with the ITN’s requirements, provides an advantage to one Vendor over other Vendors, has a potentially significant effect on the quantity or quality of items offered, or on the cost to the Department. Material deviations cannot be waived, and shall be the basis for determining a reply non-responsive.
- 1.18 **Minor Irregularity**: A variation from the ITN terms and conditions, not affecting the price, giving the Vendor an advantage or benefit not enjoyed by other Vendors; does not adversely impact the interests of the Department. A minor irregularity will not result in a rejection of a Reply.
- 1.19 **Originating Number**: The number of the specific inmate telephone line at a facility from which a call is made.
- 1.20 **Personal Identification Number (PIN) Service**: A service which requires the caller (inmate) to key in his/her unique identification number on the telephone key pad before gaining access to dial an outgoing call.

- 1.21 **Responsible Vendor:** A Vendor who has the capability, in all respects, to fully perform the Contract requirements, and the integrity and reliability to assure good faith performance.
- 1.22 **Responsive Reply:** A Reply, submitted by a responsible Vendor, which conforms to all material aspects of the solicitation.
- 1.23 **Routine Service:** A service failure or problem other than a major emergency item as defined by the Department.
- 1.24 **Satellite Facilities:** All locations associated with a Correctional Institution, as indicated in Attachment II.
- 1.25 **Setup Time:** The time from the point at which the caller (inmate) goes “off-hook” (removes the receiver from the base instrument) until the time the called party actively accepts the call.
- 1.26 **Subcontract:** An agreement, entered into by the Vendor, with any other person or organization, in which that person or organization agrees to perform any obligation, or requirement, on behalf of the Vendor, as specifically related to the terms of the Contract resulting from this ITN. All Subcontracts must be pre-approved by the Department.
- 1.27 **Successful Vendor/Contractor:** A legally qualified corporation, partnership, or other entity, that will be performing as the Vendor under any Contract resulting from this ITN.
- 1.28 **System Outage:** An occurrence of any of the following:
- (1) **Tier I:** System outage at all Department institutions. The Vendor shall notify the Department’s Contract Manager, Wardens and/or designee, via email, of all Tier I system outages within 30 minutes of the outage.
  - (2) **Tier II:** System outage at two or more Department institutions. The Vendor shall notify the Department’s Contract Manager, Wardens and/or designee, via email, of all Tier II system outages within 60 minutes of the outage.
  - (3) **Tier III:** System outage of one Department institution. The Vendor shall notify the Department’s Contract Manager, Wardens and/or designee, via email, of all Tier III system outages within 60 minutes of the outage.
  - (4) **Tier IV:** Partial system outage at a Department institution. The Vendor shall notify the Department’s Contract Manager, Wardens and/or designee, via email, of all Tier IV system outages within 60 minutes of the outage.
- 1.29 **Value Added Service:** Advanced and/or additional services provided to the Department that include new and innovative technologies relating to the telecommunication services sought, and at no additional cost to the Department.

## SECTION 2 – INTRODUCTION

### 2.1 Background

Pursuant to Chapter 945, Florida Statutes (F.S.), the Florida Department of Corrections (FDC) is responsible for the supervisory and protective care, custody, and control of all inmates. The Department is the third largest state prison system in the country, with more than 100,000 inmates, and an operating budget of approximately \$2.3 billion. The Department has 150 facilities statewide, including: 48 major institutions, 17 institutional annexes, seven private prisons (operated by the Department of Management Services and not included in the services procured under this ITN), 33 work camps, six road prisons/forestry camps, one boot camp, 21 contracted community release centers, 13 Department-run community release centers, and four re-entry centers.

The Department has divided the State into four regions: Region I (the Panhandle), Region II (North Florida), Region III (Central Florida) and Region IV (South Florida). A map of the regions, and corresponding facilities, is included as Attachment I. Each major institution is supervised by a Warden, who has full responsibility for the operation of the institution and all associated satellite facilities. Each Warden reports to the Regional Director of Institutions of their assigned region.

The Department's Bureau of Contract Management and Monitoring, under the direction of the Office of Administration, is the program office responsible for administrative oversight and support of inmate telecommunication services.

The Department of Corrections has historically made telephone services available within its institutions, annexes, reception centers, road prison, forestry camps, work camps and community release centers. A list of all Facilities and current Equipment is included as Attachment II. This service includes provision of telephone equipment for inmate phone calls and coin-operated telephones at each site for staff and visitors. Current services are provided through a Contract with Securus Technologies, Inc., through its wholly owned subsidiary, T-Netix Communications Services, Inc., which will expire September 24, 2017. Current Contract information can be obtained by accessing the Florida Department of Financial Services, Florida Accountability Contract Tracking System (FACTS). A link to this Contract is provided here:

<https://facts.fldfs.com/Search/ContractDetail.aspx?AgencyId=700000&ContractId=C2372&Tab=1>.

For informational purposes only, the call data for collect and prepaid calls during the FY 2013-2014, FY 2014-2015 and FY 2015-2016 are as follows:

FY 2013-2014			
Call Type	Number of Calls	Total Revenue	Total Minutes
Interlata InterState	1,025,816	\$1,881,100.26	13,392,998
Interlata IntraState	5,929,957	\$10,866,032.96	78,409,891
International	1,158	\$17,811.96	14,874
Intra Out of State	2,756	\$5,208.06	37,102
Intralata IntraState	1,023,622	\$1,874,882.46	13,442,994
Local In State	1,432,870	\$716,435.00	18,569,726

FY 2014-2015			
Call Type	Number of Calls	Total Revenue	Total Minutes
Interlata InterState	1,076,956	\$1,951,870.26	13,836,074
Interlata IntraState	6,260,147	\$11,372,831.10	81,919,529
International	927	\$13,878.85	11,480
Intra Out of State	2,373	\$4,406.04	31,521
Intralata IntraState	1,057,235	\$1,918,673.22	13,781,620
Local In State	1,801,846	\$900,923.00	23,261,954
FY 2015-2016*			
Call Type	Number of Calls	Total Revenue	Total Minutes
Interlata InterState	272,909	\$490,806.54	3,457,190
Interlata IntraState	1,537,752	\$2,778,289.86	19,935,452
International	268	\$4,179.83	3,507
Intra Out of State	346	\$630.60	4,316
Intralata IntraState	254,858	\$459,630.12	3,270,595
Local In State	532,531	\$266,265.50	6,874,588

\*Data provided through July 2016.

NOTE: The Department does not currently allow **inmate debit calling**. Call data for coin-operated calls is not available.

Currently, the Department does not have a video visitation system. Inmate visitations are conducted in-person at each institution. Visitors must apply in writing and submit the required forms for review and approval. This process can take up to 30 days.

## 2.2 Statement of Purpose

The Department is seeking responses, from interested and qualified Vendors, for the provision of telecommunication services for inmates at all its institutions, and associated satellite facilities, listed in Attachment II. Vendors must have at least three years, out of the last five years, of business/corporate experience, specifically providing telecommunication services through multiple sites in a correctional or other security/law enforcement setting, as described in this ITN.

Specifically, the Department is seeking replies for telecommunication services for all its facilities. The Department intends to award the resultant Contract to a single Vendor, Statewide.

## 2.3 Procurement Overview

The Department is requesting competitive, sealed replies, from responsible Vendors, in order to establish a multi-year Contract for the provision of telecommunication services to inmates in the Department's care. The Department is interested in considering value-added services that would be beneficial to, or will otherwise complement, the services required by this ITN.

The process for evaluating and selecting a Vendor will consist of two phases. The first phase involves evaluation of the replies to the ITN, which will result in the selection of Vendors to proceed to the negotiation phase. In the second phase, Vendors will be asked to provide a presentation of their Reply. This phase also includes negotiation of a final statement of work, pricing, and terms and conditions of the final Contract. The negotiation phase culminates in one or more of the Vendors receiving a request, from the Department, to submit a best and final offer (BAFO), which

must include: (1) a revised statement of work; (2) a final Contract draft; and (3) a final cost and compensation model.

## **2.4 FDC Goals**

The Department is looking to not only continue providing quality telephone services for inmates in our care, at the minimum, levels of service required by law and rule, but also to achieve strategic improvements in the area of telecommunication services. Overall goals for the Department include:

- Reduce recidivism through increased family re-unification and re-entry efforts.
- Ensure the safety and security of staff, inmates, and the public through the use of modern technology.
- Control inmate telephone usage and limiting the use of the telephone service for fraudulent activity.
- Ensure a quality telephone service with reasonable and justifiable telephone call rate charges for inmate's families and friends similar to those available to the public at large.

The intent of this procurement is to contract with a Vendor who will assist the Department in meeting these goals.

### **2.4.1 Specific Goals of this ITN**

- Establish a flexible contract, with transparency of service costs and better alignment of costs with services.
- Establish a Contract that allows the Vendor to bring market expertise and an ability to shape strategy, to lower the cost of telecommunication services for inmates friends and family, and maximize the benefits to the Department.
- Ensure a smooth transition/continuation of services from the current Contract to a new Contract without disruption.
- Award to a Vendor that applies technical and operational expertise to ensure a smooth continuation of services with minimal risk.
- Ensure pricing that is cost effective throughout entire term of the Contract.
- Establish a collaborative relationship, with the prospective Vendor, which will maximize the extent to which the Department can achieve the objectives of this ITN.

## **2.5 Facility Implementation Plan and Transition of Service**

The resulting Contract will include an estimated 180 day implementation period for the initial delivery of equipment, supplies, hiring, training, etc., and transition of services. The Department reserves the right to adjust this timeframe, as deemed necessary.

Vendors shall submit with their Reply an Estimated Implementation Plan and Transition Schedule for existing services to be transitioned and new services to be implemented. The Vendor's Estimated Implementation Plan and Transition Schedule may be adjusted as deemed necessary and approved by the Department's Contract Manager. This plan shall be designed to provide for seamless transition with minimal interruption of services to inmates. Once accepted by the Department, there will be no changes made to the Final Implementation Plan and Transition Schedule, unless a request is submitted in writing and approved by the Department's Contract Manager.

The Estimated Implementation Plan and Transition Schedule for services outlined in this ITN shall detail the Vendor's anticipated date for start and completion of installation, as well as, a date that systems and equipment will be fully operational.

The Wakulla Correctional Institution, located in Wakulla County, Florida, (Wakulla C.I.) will be the first site at which services outlined in this ITN shall be implemented. Thereafter, the Vendor may implement service delivery at all other institutions and facilities, in accordance with locations and dates established by the Vendor, and agreed upon by the Department's Contract Manager. With the exception of Wakulla C.I., the Vendor will not be required to implement service delivery in any particular order. Services for satellite facilities will be implemented with the main institution that is responsible for oversight of the satellite facility. Final transition, including operational testing at each institution, shall be coordinated between the successful Vendor, the current Vendor, and the Department.

The Vendor's Estimated Implementation Plan and Transition Schedule shall also include a detailed explanation of the following:

- Procedures for transition of service/equipment from the existing inmate telephone service to the new inmate telephone service;
- Times when telephones instruments will be operational, identifying possible "down time" of existing services;
- Service coordination requirements between the Vendor and Local Exchange Companies (LEC), as applicable;
- Any software programming and preparation for installation of equipment, as required; and
- Responsibilities required of the Department during implementation, installation, such as staffing requirements.

The Department may provide personnel to facilitate and coordinate transition of services or implementation of services.

During the transition period, the successful Vendor shall operate its systems in parallel with any existing system, which the current Vendor will not have yet removed. The objective of the "parallel operation" is to allow inmate telephones to remain operational during normal operational hours to the greatest extent possible during the transition period. The Vendor will be required to work closely with the Department to ensure that the transfer of responsibility, from the current Vendor to the successful Vendor, for inmate telephone service at each institution is carried out as smoothly as possible. The current Vendor and successful Vendor will utilize best efforts to resolve all issues that may or could occur from such parallel operation, including but not limited to, data sharing and an agreement on a conversion schedule.

Failure to have these services operational by the agreed-upon implementation date at each institution may result in the assessment of financial consequences, as defined in Section 3.6.2.1.

## **2.6 Term of Contract**

It is anticipated that the initial term of any resulting Contract shall be five years. Additionally, the Department may renew the Contract for up to five years, or portions thereof. Any renewal shall be contingent, at a minimum, upon satisfactory performance by the Vendor, as determined by the Department, and will be subject to the availability of funds. If the Department desires to renew the resulting Contract, it will provide written notice to the Vendor no later than 120 days prior to the Contract expiration date.

In the event any Contract resulting from this ITN is terminated early by either party, the Department reserves the right to procure services from the next highest ranking responsive and responsible Vendor.

## **2.7 Pricing Methodology**

The Department is seeking pricing that will provide the most favorable terms the Vendor can offer in the terms of lowest phone rates to the State; therefore, interested Vendors must submit a Cost Reply, utilizing the Price Information Sheet, Attachment III. Best and Final Offers from Vendors will be solicited to establish the lowest possible telephone rates and most beneficial value added services. Vendors are encouraged to submit a Cost Reply in such a manner as to offer the most cost effective, and innovative solution for services and resources, as cost efficiency for the State will be a consideration in determining best value. Vendors must provide the Cost Reply in accordance with the instructions in Section 4.8.

### **SECTION 3 – SCOPE OF SERVICES SOUGHT**

All telecommunication services, including equipment, are currently provided to the Department by Securus Technologies, Inc., through its wholly owned subsidiary, T-Netix Communications Services, Inc. In carrying out the Department's statutory responsibility, pursuant to Chapter 945, F.S., the Department is responsible for providing availability of and access to telephone services. The Department's Bureau of Contract Management and Monitoring, under the direction of the Office of Administration in the Central Office, is the program office responsible for administrative oversight and support of inmate telecommunication services.

#### **3.1 General Description of Services**

Inmate telecommunication services, as contemplated in this ITN, include the service, system design, infrastructure and network, equipment, installation, training, operation, and ongoing repairs and maintenance of the systems, and its components which shall be provided at no cost to the Department. The services to be negotiated through this ITN shall meet any minimum requirements set forth in Section 3, Statement of Services Sought and shall include, but not be limited to, provisions of the following:

- 3.1.1** A comprehensive telecommunication service that will include an inmate telephone system that will allow for collect and prepaid calls for local, long distance, cellular, and international calls;
- 3.1.2** Technology systems which include, but are not limited to, system infrastructure, network, database, servers, new call processors, digital and analog communications circuits, telecommunications capabilities, monitoring, and other required system functionality, as specified in Section 3 of this ITN, to support the services being sought in this ITN;
- 3.1.3** Installation of new equipment at all facilities, including the required number of instruments and any required cabling, as deemed necessary;
- 3.1.4** Systems and equipment that support the Department's monitoring/security needs, including terminals, and digital recording equipment, as deemed necessary;
- 3.1.5** A centralized database which shall contain all data elements necessary for provision of monitoring services, reporting, and historical transaction information;
- 3.1.6** Personnel provided by the Vendor to include System Administrator, Field Repair/Site Technicians, and Service Representatives to perform oversight, operational assistance, and maintenance and repair to systems and equipment;
- 3.1.7** Ongoing maintenance, repair, and/or replacement and/or upgrades of all equipment and systems, as determined necessary to ensure service delivery;

**3.1.8** Training and instructional materials required for use of the services proposed, as applicable for inmates, families, and/or Department staff; and

**3.1.9** Support services not otherwise indicated herein.

## **3.2 Value-Added Services**

As a part of this revenue generating Contract, the Department is interested in obtaining value-added services in lieu of commissions. The Department requests that Vendors provide with their Reply, a detailed description of all value-added services the Vendor is offering the Department. These services would be in addition to those services that meet the minimum service requirements and specifications of this ITN.

At no cost to the Department, for the duration of the Contract term and any subsequent renewals, the Department is especially interested in the following value-added services; however, Vendors are encouraged to provide additional or alternate value-added services.

**3.2.1** Handheld Cell Phone Detection Units (CEIA or equivalent).

**3.2.2** A fully functioning Cell Phone Forensic Laboratory with the following:

**3.2.2.1** Four (4) on-site Cellebrite units capable of physical, logical, and file system extraction of mobile phones and tablets with all licenses and supporting services.

**3.2.2.2** Three (3) on-site Cellebrite certified lab technicians providing full-time support to the Cell Phone Lab.

**3.2.2.3** Two (2) on-site analysts to provide full time analysis of data extracted from contraband mobile devices in support of the Cell Phone Lab and under the direction of the FDC Office of Intelligence.

**3.2.2.4** One (1) on-site full-time intake/evidence manager to ensure proper intake of submitted mobile devices and the return of those devices to the submitting entity.

**3.2.2.5** One (1) on-site full-time lab manager to oversee daily operation of the Cell Phone Lab and will report on-site to the Director of the FDC Office of Intelligence.

**3.2.2.6** Provide its staff with all computers, telephones, temporary storage devices, and other hardware required to operate the entire Cell Phone Lab and all required components to move data from the Cell Phone Lab to a location designated by the Department.

**3.2.2.7** An on-site stand-alone mass storage device/server with at least 80 terabyte capacity and connectivity to all Cell Lab computers and Cellebrite units for the download and storage of mobile device data.

**3.2.2.8** An electronic inventory system barcode or similar technology system which assigns a unique identifier to each mobile device upon intake and tracks the device through the entire analysis process. The system must be able to provide the Department with management reports including the number of devices received at intake, the originating location of the device, types of devices processed, the overall success rate of the devices being exploited, and other fields identified by the Department.

**3.2.2.9** An analytical software capable of performing in-depth analytics on information extracted from the mobile devices exploited within the lab, chosen in



coordination with the Department. This would include integration of the new software with existing Department database information.

- 3.2.2.10** Facial recognition software capable of integration with other analytical tools within the Cell Phone Lab, chosen in coordination with the Department.
  - 3.2.2.11** An analytical tool supporting the inmate telephone system integrated with existing Departmental databases.
  - 3.2.2.12** A mobile device disposal service for devices not being retained by the Department. This service should include documentation to the Department providing assurance that any mobile device submitted for destruction shall be destroyed in a manner consistent with environmental requirements and to ensure no data on the device is retrievable once it is released from the Department's custody.
  - 3.2.2.13** A geo-fencing solution and sufficient licensing for Office of Intelligence staff (approximately 10 licenses) for the term of the contract with the Department.
  - 3.2.2.14** All data, hardware, and software that is provided as part of the Cell Phone Forensic Lab would remain the property of the Department upon expiration or termination of the contract with the Department.
- 3.2.3** Access to ICER (Inmate Inter-Communications Evaluation and Reporting) national database for identifying and reporting inmate-to-inmate communications.
  - 3.2.4** Word spotting services through the Vendors proposed inmate telephone system.
  - 3.2.5** Voice Biometric Analysis through the Vendors proposed inmate telephone system.
  - 3.2.6** Vendor-provided call monitoring.
  - 3.2.7** A Managed Access System (MAS), in an effort to control and eliminate wireless communications within our institutions. Vendors are encouraged to include a single facility, multi-facility or statewide solution that will prevent unwanted or unauthorized access to commercial wireless networks while simultaneously enabling legitimate, mission-critical, or emergency connections. Any Managed Access Solution being proposed by the Vendor shall be inclusive of all equipment, installation, infrastructure and network, training, operation, and ongoing repairs and maintenance.

### **3.3 Regulatory Requirements**

- 3.3.1** All services provided must meet any and all municipal, state or federal requirements for installation, certification, training, or registration during the life of the Contract. Failure to comply with present and future municipal, state or federal requirements will result in rejection of Replies and/or termination of any subsequent Contract resulting from this ITN. Any application fees, penalties, fines, or other costs or monetary payment assessed against or incurred by the Department for violation of such requirements shall be the responsibility of the Vendor.
- 3.3.2** The Vendor shall be responsible for compliance with all regulatory requirements imposed by local, state and federal regulatory agencies for all services provided throughout the duration of the Contract.
- 3.3.3** The Vendor shall be responsible for making all modifications necessary to comply with any industry requirement changes, at no cost to the Department, and within 30 business days, to ensure proper use of services by inmates and Department personnel.

- 3.3.4 The Vendor shall keep all processing and rating information current, and made available upon request by the Department's Contract Manager, or designee. This information shall include, but not be limited to, local exchanges, area codes, country codes, and any other information necessary to accurately process and rate calls.
- 3.3.5 The Vendor shall be responsible for complying with and updating the inmate telecommunications service for any regulatory changes and requirements during the life of the Contract. These regulatory changes include federal, state, or local municipal modifications. These changes shall be made within 30 business days and at no cost to the Department.
- 3.3.6 The Vendor shall ensure that the inmate reception quality meets all industry standards for service quality, as defined by the Florida Public Service Commission (FPSC) and by the Federal Communications Commission (FCC). The Vendor shall accept the Department's decision regarding determination of quality.
- 3.3.7 The Vendor shall ensure that all of the work and materials comply with all local, county, state and federal laws, rules, ordinances, and regulations, as well as, with any directive provided by inspectors appointed by proper authorities having jurisdiction at each Department facility. Should violation of codes, laws or statutes, or ordinances occur relating to the ITN, the selected Vendor shall correct the situation at no cost to the Department, including payment of any fines or penalties associated with the violation.
- 3.3.8 The Vendor shall be responsible for all costs, including, but not limited to, survey costs, necessary to secure any easements required by the Florida Department of Environmental Protection, Division of State Lands, for the installation, operation and maintenance of, and modifications, upgrades and repairs to the system.

#### 3.4 Confidentiality

The Vendor shall maintain confidentiality with reference to individual inmates, in accordance with applicable local, state, and federal law. The Department and Vendor agree that all information and records obtained in the course of providing services to inmates shall be subject to confidentiality and disclosure provisions of applicable Federal and State statutes and regulations adopted pursuant thereto.

#### 3.5 Service Locations and Service Times

- 3.5.1 Institution and Facility Locations: The facilities to be included under this Contract include all State operated institutions and satellite facilities, as indicated in Attachment II.
- 3.5.2 Addition or Deletion of Institutions/Facilities and Equipment for Services: The Department reserves the right to add, or delete, institutions and/or facilities that receive, or require, services under the Contract upon no less than 30 days' written notice. Such additions will require a Contract amendment.

Should a new Department institution or satellite facility be opened by the Department, the Department will determine, in consultation with the Vendor, a schedule for installation of services and equipment at that location to ensure service as soon as practical at the new site.

In addition, the Department may require the Vendor to increase or decrease the amount of equipment utilized. The Vendor shall install any additional equipment within 30 days of written notification to add equipment from the Department's Contract Manager, or

designee. The installation of this equipment shall be at no cost to the Department. The written request for installing equipment shall be made by the Department's Contract Manager, or designee, and shall be received by the Vendor before the installation is accomplished. Such revisions may be accomplished by a letter from the Department's Contract Manager, and do not require a Contract amendment.

- 3.5.3 Service Times:** The Vendor shall ensure access to comprehensive telecommunication services, as required, within Section 3, Scope of Services Sought, 24 hours per day, seven days per week, and 365 days per year.

## **3.6 Service Areas**

### **3.6.1 General Service Requirements**

#### **3.6.1.1 Description**

The Vendor will be responsible for the overall program management of telecommunication services. This includes the following areas of responsibility:

- a) Facilities – Conduct all maintenance, repairs, upgrades and replacement to systems and equipment are provided and performance in accordance to Contract.
- b) Deliverables – Ensure delivery of all Contract deliverables, as defined in each Service Area of this ITN.
- c) Presentations – Create, maintain, and deliver presentations on the telecommunication services provided, and its operational performance.
- d) Impact Analyses – Perform and present impact analyses on how potential rule, or statute changes may impact telecommunication services and its cost and success.
- e) Analytics – Compile, maintain, and produce statistical information, related to telecommunication services, which the Department can use to make changes, and improvements, in the delivery of services.
- f) Contract Compliance – Monitor Contract responsibilities and performance, ensure compliance, and report metrics, including shortfalls, on a monthly basis.
- g) Service Function Oversight and Success – Provide oversight of each of the following service functions:
  - Program Management
  - System Installation
  - System Service Functionality
  - Other Service Requirements
  - System Equipment and Services

#### **3.6.1.2 How Service is Provided Today**

Program management is performed today by one Vendor that coordinates the delivery of telecommunication services that include:

- Leadership at statewide, regional, and institutional levels
- Oversight of all administrative and program management requirements

- Problem resolution, involving the delivery of telecommunication services, policy compliance, etc.
- Ensure timely delivery of Contract reports and deliverables
- Oversight of corrective action(s) related to performance issues
- Coordination of staffing issues (filling vacancies, employee relations, etc.)
- Ensure responsiveness to requests including, requests for records, information, and coordination of legal issues.
- Resolution of issues related to subcontractors (performance, billing, etc.)
- Maintenance, repair, and replacement of telephone equipment
- Purchase and maintenance of additional computers, or network equipment, as needed.

### 3.6.2 Program Management Requirements Service Area

Program Management Requirements (PGM)	
No.	Requirement
PGM-01	<p><b><u>Staffing Requirements</u></b>            The Vendor shall provide administrative oversight, be responsible for, and monitor the performance of all Vendor staff performing services in accordance with the requirements outlined in this ITN. The Department will provide security for the Vendor’s employees and agents consistent with the security provided at other Department facilities.</p> <p>At a minimum, the Vendor shall have the following program management positions:</p> <p>a) <b>System Administrator.</b> One ITS System Administrator position shall be dedicated to the Department. This position is directly responsible for overall operational performance of the Contract, including account management, troubleshooting, training, and any other responsibilities agreed upon by the Department’s Contract Manager, or designee, and the Vendor. This individual shall have a minimum of three years’ experience within the last five years at the management level, providing direct administrative oversight of telephone services. The Vendor shall be responsible for ensuring that the System Administrator attends meetings upon Department request. The Vendor shall be responsible for all expenses incurred for travel, including transportation, and meals incurred on behalf of the System Administrator’s position.</p> <p>b) <b>Field Repair/Site Technicians (sufficient number to meet Contract requirements).</b> Positions shall be directly responsible for providing twice-weekly preventative maintenance on the telecommunication services at each institution, including assisting with installation of cable and equipment, and shall provide technical support and repairs as necessary, assist in on-site instruction and provide training for Department personnel to ensure customer satisfaction. The individuals shall possess a high school diploma or GED and have two years’ minimum experience with a computer-based telecommunications systems similar to the type required in this Contract.</p> <p>c) <b>Service Representative (sufficient number to meet Contract requirements, plus two required positions for Central Office).</b> Service Representative positions shall be directly responsible for making data entry input and changes to the inmate phone access information, including input of approved inmate PIN and authorized calling numbers, verification of Billing Number Addresses, assistance to institutional Classification staff or any other institutional personnel, and shall</p>

**Program Management Requirements (PGM)**

provide customer service relative to all telecommunication services. These individuals shall possess a high school diploma or GED, be computer literate, and have related experience in the provision of services of the type required in this Contract.

- d) **IT Data Administrators (sufficient number to meet Contract requirements).** IT Data Administrator positions (providing coverage on eight hour shifts, twenty 24 hours a day, seven days a week) shall be located at the Vendor's monitoring center to support all telecommunication services. Duties include monitoring the system network to detect any problems and remotely correct identified problems without dispatching a field/repair technician to the Department's facility. If Vendor's IT Data Administrators cannot remotely correct or repair system problems, they are responsible for dispatching the appropriate field repair/site technician to the facility to make repairs as necessary.
- e) **Telecommunication Services Trainer.** One full-time (40 hours per week) Telecommunication Services Trainer dedicated to the training needs of the Department. This position shall be available for travel to Department facilities throughout the State to provide training to Department staff. All training shall be provided in accordance with the training requirements of the ITN.

The final selection of all staff assigned to provide services under the resulting Contract shall be subject to approval by the Department. Department employees terminated at any time by the Department for cause may not be employed or provide services under the resulting Contract. The Department shall not employ criteria to approve or disapprove the selection of Contract employees that exposes the Vendor or the Department to civil or criminal liability under applicable federal or state civil rights laws, including, but not limited to, those laws establishing or protecting employee rights.

For informational purposes only, the Department's current Vendor is required to maintain the following staffing levels:

- One ITS System Administrator (full time / 40 hours per week).
- A minimum of 14 (full time / 40 hours per week) field repair/site technicians.
- A minimum of 17 (full time / 40 hours per week) service representatives
  - a. 10 service representatives roam between Department regions.
  - b. five service representatives are located at the Department's five reception centers.
  - c. two service representatives are located at the Department's Central Office.
- A minimum of four full time IT Data Administrator positions (providing coverage on eight hour shifts, 24 hours a day, seven days a week) located at the Vendor's monitoring center to support the ITS.
- One full time (40 hours per week) ITS trainer dedicated to the training needs of the Department.

**PGM-02**

The Vendor shall provide an adequate level of staffing for provision of the services outlined herein, and shall ensure that staff providing services are appropriately trained, qualified, and licensed, if required. The Vendor shall be responsible for all expenses incurred for travel, including transportation, and meals incurred on behalf of Vendor's staff positions.

## Program Management Requirements (PGM)

### **Conduct and Safety Requirements**

The Vendor shall ensure all staff adhere to the standards of conduct prescribed in Chapter 33-208, F.A.C, and as prescribed in the Department's personnel policy and procedure guidelines, with particular regard for rules of conduct, employee uniform and clothing requirements (as applicable), security procedures, and any other applicable rules, regulations, policies and procedures of the Department. By submitting a Reply to this ITN, the Vendor acknowledges and accepts, for itself and any of its agents, that all or some of the services to be provided under the resultant Contract, shall be provided in a correctional setting with direct and/or indirect contact with the inmate population and that there are inherent risks associated with this environment. Staff conduct requirements are as follows:

**PGM-03**

- a. The Vendor's staff shall not display favoritism to, or preferential treatment of, one inmate, or group of inmates, over others.
- b. The Vendor's staff shall not deal with any inmate except as in a role that supports services under the Contract. Specifically, staff members must never accept for themselves, or any member of their family, any personal (tangible or intangible) gift, favor, or service, from an inmate, an inmate's family, or close associate, no matter how trivial the gift or service may appear. The Vendor shall report to the Department's Contract Manager any violation(s), or attempted violation(s), of these restrictions. In addition, no staff member shall give any gifts, favors, or services to inmates, their families or close associates.
- c. The Vendor's staff shall not enter into any business relationship with inmates or their families (example – selling, buying or trading personal property), or personally employ inmates or their families in any capacity.
- d. The Vendor's staff shall not have outside contact (other than incidental contact) with an inmate being served, or the inmate's family or close associates, except to complete activities specifically to be rendered under this Contract.
- e. The Vendor's staff shall not engage in any conduct which is criminal in nature, or which would bring discredit, or scrutiny, upon the Vendor or Department. In providing services pursuant to this ITN, the Vendor shall ensure its employees avoid both misconduct and the appearance of misconduct.
- f. Any violation, or attempted violation, of the restrictions referred to in this section regarding employee conduct, shall be reported by phone and in writing, to the Department's Contract Manager, or designee, including any proposed action to be taken by the Vendor. Any failure to report a violation, or take appropriate disciplinary action, against the offending party, or parties, shall subject the Vendor to appropriate management action, up to, and including, termination of the Contract.
- g. The Vendor shall report any incident described above, or requiring investigation by the Vendor, in writing, to the Department's Contract Manager, or designee, within 24 hours of the Vendor's knowledge of the incident.

The Vendor's staff shall be subject to and shall comply with all security regulations and procedures of the Department and the respective institution. Violation of regulations may

**Program Management Requirements (PGM)**

result in the employee or individual being denied access to the institution. In this event, the Vendor shall provide alternate personnel to supply services described herein, subject to Department approval.

**Staff Background/Criminal Record Checks**

The Vendor's staff, assigned to the resulting Contract, shall be subject, at the Department's discretion and expense, to a Florida Department of Law Enforcement (FDLE) Florida Crime Information Center/National Crime Information Center (FCIC/NCIC) background/criminal records check. This background check will be conducted by the Department and may occur or re-occur at any time during the contract period. The Department has full discretion to require the Vendor to disqualify, prevent, or remove any staff from any work under the contract. The use of criminal history records and information derived from such records are restricted, pursuant to Section 943.054, F.S. The Department shall not disclose any information regarding the records check findings or criteria for disqualification or removal to the Vendor. The Department shall not confirm to the Vendor the existence or nonexistence of any criminal history record information. In order to carry out this records check, the Vendor shall provide, the following data for any individual of the Vendor or subcontractor's staff providing services under the resulting Contract: Full Name, Race, Gender, Date of Birth, Social Security Number, Driver's License Number, and State of Issue. The Vendor's staff shall submit to fingerprinting by the Department of Corrections for submission to the Federal Bureau of Investigation (FBI). The Vendor shall not consider new employees to be on permanent status until a favorable report is received by the Department from the FBI.

**PGM-04**

The Vendor shall ensure that the Department's Contract Manager, or designee, is provided the information needed to have the FCIC/NCIC background check conducted prior to any new staff being assigned to work under the Contract. The Vendor shall not offer employment to any individual, or assign any individual to work under the Contract, who has not had an FCIC/NCIC background check conducted.

No person who has been barred from any FDC Institution or other Department facility shall provide services under the Contract resulting from this, without prior written approval from the Department's Contract Manager.

Inmates shall be precluded from any supervision or placement at a program where pre-existing or continuous close personal relationships exist between the inmate and any staff of the Vendor. It is the responsibility of the Vendor to advise the Department's Contract Manager, or designee, of any known pre-existing close personal relationships between staff and inmate(s). Rule 33-208.002(26), F.A.C. shall apply at the Program, which stipulates that marriage between employee and inmate is prohibited.

The Vendor shall not employ or enter into any subcontract with any individual at any Program site under the resulting Contract who is under supervision or jurisdiction of any parole, probation or correctional authority to provide direct treatment services, or provide supervision of any other offenders at any Vendor's program. The objective of this provision is to prevent any employee under any such legal constraint from having any contact with, or access to, any records of the Department of Corrections' offenders participating at contracted sites.

- a. The Vendor shall disclose any business or personal relationship a staff person, officer, agent, or potential hire may have with anyone presently incarcerated, or under the supervision of the Department.

**Program Management Requirements (PGM)**

	<p>b. The Vendor shall immediately report any new arrest, criminal charges, or convictions of a current employee under the resulting Contract.</p> <p>c. Note that a felony or first-degree misdemeanor conviction, a plea of guilty or nolo contendere to a felony, or first-degree misdemeanor crime, or adjudication of guilt withheld to a felony or first-degree misdemeanor crime, does not automatically bar the Vendor from hiring the proposed employee. However, the Department reserves the right to prior approval in such cases. Generally, two years with no criminal history is preferred. The Vendor shall require that all proposed employees provide to them the details of any criminal background information. The Vendor shall make full written report to the Department’s Contract Manager within three calendar days whenever an employee has a criminal charge filed against them, an arrest, or receives a Notice to Appear for violation of any criminal law involving a misdemeanor, or felony, or ordinance (except minor violations for which the fine or bond forfeiture is \$200 or less), or when the Vendor or any of their staff has knowledge of any violation of the laws, rules, directives or procedures of the Department.</p> <p>d. The Vendor shall comply with the Department Procedure 208.013, Outside Employment, when hiring both current and former Department employees.</p>
<p><b>PGM-05</b></p>	<p>Vendor staff (employees and subcontractors) shall be required to follow all Department security requirements. The Warden, and designee(s), have full operational control of the institution and designated satellite facilities. Vendor staff shall be required to follow all security directives including, but not limited to, those dealing with requirements for entering and exiting institutions, counts, lockdowns, the use of restraints, incident reporting, etc.</p>
<p><b>PGM-06</b></p>	<p>The Vendor shall work cooperatively with the Department’s Contract Manager to establish and maintain communication protocols for the handling of routine, urgent, and emergent Contract issues.</p>
<p><b>PGM-07</b></p>	<p>The Vendor(s) will comply with the national standards to prevent, detect, and respond to prison rape under the Prison Rape Elimination Act (PREA), Federal Rule 28 C.F.R. Part 115. The Vendor(s) will also comply with all Department policies and procedures that relate to PREA.</p> <p><i>PREA is federal law, Public law 108-79, and is now designated as 42 USC 15601. PREA established a zero tolerance standard against sexual assaults and rapes of incarcerated persons of any age.</i></p>
<p><b>PGM-08</b></p>	<p>The Vendor shall ensure its staff (including subcontractor staff), performing services under the Contract, are screened and/or tested for tuberculosis (TB) prior to the start of service delivery, as appropriate, and screened/tested annually thereafter, as required by Department Procedure 401.015, <i>Employee Tuberculosis Screening and Control Program</i>. The Vendor shall provide the Department’s Contract Manager, or designee, with proof of testing prior to the start of service delivery, for all staff members, and annually thereafter. The Vendor shall be responsible for obtaining the TB screening/testing and shall bear all costs associated with the TB screening/testing.</p>
<p><b>PGM-09</b></p>	<p><b><u>Training, Training Materials, Instructional Brochures</u></b></p> <p>The Vendor shall develop and provide on-going training, throughout the Contract term, for Department staff, inmates and family/friends on the operational use of all telecommunication services, and the use of all associated equipment and services, specifically training in use of monitoring and reporting functionality.</p>



**Program Management Requirements (PGM)**

The Vendor shall provide all materials and equipment necessary to perform the training, and shall utilize actual equipment utilized under the resulting Contract. Approved training curriculum and/or user manuals shall be made available for Department staff participating in each training session. Additional training manuals shall be provided upon request of the Department's Contract Manager, or designee.

The Vendor shall provide a sufficient number of instructional brochures to friends and families of inmates explaining the inmate telephone service, including rates for calls.

In addition, the Vendor shall provide a sufficient number of instructional brochures explaining use of the inmate telephone service for distribution to inmates. All training, training materials, and instructional brochures shall be provided at no cost to the Department.

**PGM-10**

The Vendor shall provide a transition plan for the end of the life of the Contract.

**Bi-Annual Audit**

The Vendor shall provide to the Department a bi-annual (twice yearly) audit report from an independent certified public accounting firm verifying that the Vendor's telephone services, systems and equipment are accurately and completely recording all activity and related charges. The bi-annual audit report shall contain a certification from the auditing firm that its findings are totally unbiased and independent of the Vendor's interest. The audit shall be submitted to the Department's Contract Manager, or designee, within 45 days after each six-month period of the Contract. The independent certified public accounting firm's bi-annual audit report shall be issued simultaneously to the Department and to the Vendor.

The following definitions pertain to the bi-annual audit report to be provided by the certified public accounting firm: "Accurately" shall mean the ability to detect when a chargeable call begins (active acceptance by the called party) and when it is terminated. "Completely" shall mean that a call detail report will list all calls made on all phones equipment, including uncollectibles.

**PGM-11**

The independent certified public accounting firm's procedures and reports shall be conducted in accordance with Statements on Standards for Attestation Engagements established by the American Institute of Certified Public Accountants. The Vendor shall submit notification of their chosen auditor in writing to the Department's Contract Manager, or designee, for the Department's approval prior to the end of the first month of the Contract. The independent certified public accounting firm shall submit an engagement letter and a formal test plan to be agreed upon by the Department and the Vendor in writing prior to the end of the first three month period of the Contract. The Vendor shall notify the Department in writing of any proposed changes in their selected certified public accounting firm.

The scope of the bi-annual audit will encompass, at a minimum, the following requirements:

- The number of test calls used in the sampling technique will be great enough to ensure a confidence level of 95% or greater that the sample results are truly reflective of the entire population.

Program Management Requirements (PGM)	
	<ul style="list-style-type: none"> <li>The Vendor shall not know the selection of test sites and times. The independent certified public accounting firm will contact the Department's Contract Manager, or designee, to arrange for the tests.</li> </ul> <p>The test call methodology should include means to verify that all telecommunication service equipment at each location, which is supplied by the Vendor, are connected to and providing information into the billing service.</p>
<b>PGM-12</b>	<p><b><u>Ad Hoc Reports</u></b></p> <p>The Vendor shall provide the Department ad hoc reporting data, upon request of the Department's Contract Manager, or their designee, or the Department's Office of Inspector General, within five days from the date of the request.</p>
<b>PGM-13</b>	<p><b><u>Other Contract Requirements</u></b></p> <p>The Department will monitor the Vendor's performance to determine compliance with other Contract requirements, including, but not limited to, the following:</p> <ul style="list-style-type: none"> <li>Transition/Implementation/Installation of System;</li> <li>Timely Submittal of Corrective Action Plans (when applicable); and,</li> <li>Compliance with Other Terms and Conditions of the Contract not involving delivery of services otherwise listed above.</li> </ul>

### 3.6.2.1 Program Management Performance Measures

Performance Measures (PM)				
No.	Description	Expectation	Measurement Duration	Financial Consequences
<b>PM-PGM-01</b>	All services shall be operational by the agreed-upon implementation date at each facility	To be determined by the Final Implementation Plan and Transition Schedule	Per facility	\$2,500 per day, per facility, for each calendar day past the due date specified in the Final Implementation Plan and Transition Schedule

### 3.6.2.2 Program Management Deliverables

Deliverable	Due Date	Description (with cross-reference to Requirement(s), as applicable)
<b>DEL-PGM-01</b> Final Implementation Plan and Transition Schedule	30 days after the Contract execution	Provide a Final Implementation Plan and Transition Schedule. (Section 2.5)
<b>DEL-PGM-02</b> End-of-Contract Transition Plan	90 days after the Contract execution	Transition plan that documents the Vendor's plans for transitioning to another Vendor upon the expiration, or termination, of the Contract. (PGM-10)

<b>Deliverable</b>	<b>Due Date</b>	<b>Description (with cross-reference to Requirement(s), as applicable)</b>
<b>DEL-PGM-03</b> Bi-Annual Audit	45 days after each six-month period of the Contract	The Vendor shall provide to the Department a bi-annual audit report from an independent certified public accounting firm verifying that the Vendor's telephone services, systems and equipment are accurately and completely recording all activity and related charges. (PGM-11)
<b>DEL-PGM-04</b> Training	Initial brochures must be delivered within 30 days of Contract start, and additional brochure must be provided five business days from Department's request.	Develop and provide training materials, and instructional brochures for Department staff, inmates and family/friends. (PGM-09)

### 3.6.3 System Installation Requirements Service Area

<b>System Installation Requirements (SI)</b>	
<b>No.</b>	<b>Requirement</b>
<b>SI-01</b>	All required materials, equipment, hardware, software, and station cabling (where re-use is unavailable or new locations are required) for installation and maintenance of systems requested in this ITN shall be provided by the Vendor.  Wherever possible, the Vendor may re-use existing station cabling installed at each Department facility.
<b>SI-02</b>	In cases where existing station cabling cannot be used, the Vendor shall install new station cabling (Category 5 minimum) at no cost to the Department. Any new cabling shall include wall plate, cross connection, patch cords, etc. as required by the Department. The Vendor shall comply with all applicable electrical codes.
<b>SI-03</b>	The Vendor shall warrant that all members of the Vendor's staff or subcontractors providing installation and services have been fully trained and certified by the manufacturer as qualified to install the system(s), equipment, and related services, as required for service delivery.
<b>SI-04</b>	The Vendor shall comply with all Department Security Guidelines, included as Attachment X of this ITN, on institutional and facility security policies.  Violations of these rules may result in termination of the resulting Contract. Prior to beginning work at an institution, the Vendor shall contact the institution to obtain a copy of any additional rules specific to that institution or facility.
<b>SI-05</b>	Prior to entering each institution or facility, the Vendor and/or subcontractor(s) must provide: <ul style="list-style-type: none"> <li>• A list of tools that the Vendor and/or subcontractor will bring into the institution or facility. These tools will be inventoried by the Department staff upon arrival and departure.</li> </ul>

	<ul style="list-style-type: none"> <li>• Current picture identification of the Vendor and/or subcontractor staff, consisting of a valid Driver's License or state-issued Photo ID card.</li> <li>• The Department reserves the right to require additional information prior to entrance to ensure safety and security, as deemed necessary.</li> </ul>
<b>SI-06</b>	The Vendor shall provide all coordination required with Local Exchange Carriers ("LEC") and other carriers during installation, and for the duration of the Contract.
<b>SI-07</b>	The Vendor shall provide and install required surge protection for all services, and its components. The use of traditional "power strips" for surge protection is not acceptable.
<b>SI-08</b>	The Vendor shall provide and install required lightning protection equipment on all network services supplied for the service.
<b>SI-09</b>	The Vendor shall provide all electrical and environmental requirements of the service for each Department facility. Information shall be provided for all components, including central processor, recording equipment, etc.
<b>SI-10</b>	The Vendor shall use the common ground facility at each location where equipment is installed, if a common ground facility is present. If not present, the Vendor shall install an earth ground for the equipment.
<b>SI-11</b>	<p>The Vendor shall obtain written permission from the Warden, or designee, before proceeding with any work that requires cutting into or through girders, beams, concrete or tile floors, partitions or ceilings, or any work that may impair fireproofing or moisture proofing, or potentially cause any structural damage.</p> <p>The Department does not anticipate that such work will be required to install the desired service, systems, and equipment, as described herein, but will not warrant that such work may not be required at some locations.</p>

### 3.6.3.1 System Installation Deliverables

<b>Deliverable</b>	<b>Due Date</b>	<b>Description (with cross-reference to Requirement(s), as applicable)</b>
<b>DEL-SI-01</b> Electrical and Environmental Information for Department facility	30 days after the Contract execution	Vendor shall provide all electrical and environmental requirements of the service for each Department facility. Information shall be provided for all components. (SI-09)

### 3.6.4 System Service Functionality Requirements Service Area

<b>System Service Functionality Requirements (SF)</b>	
<b>SF-01</b>	<p>The Vendor shall propose an inmate telephone system as part of the telecommunication service, with a technology system fully supported by an infrastructure which has the capability to provide specified services such as, secure and real-time monitoring of inmate telephone calls meeting the Department's system security requirements.</p> <p>In addition, the system shall contain a secure database for transactional call records and provide data feeds to the Department's official data repository. This shall include redundant system(s) as deemed necessary to accomplish this requirement, and a continuity of operations plan and disaster recovery plan, which will ensure that the system and services will be available without disruption at the required service level.</p> <p>The Department will be responsible for providing a daily "housing file" to the Vendor. This file contains the name and DC number of each active inmate in the system, and each inmate's location. The Department's Office of Information Technology (OIT) will determine the type, format, and transmission method of the daily "housing file". The Department's OIT will define the specifications of the requested data feed.</p> <p>The system shall have programming setup to automatically accept the Department's "housing file", which shall update the Vendor's telecommunication service on a daily basis to ensure the inmate's location (i.e., facility) and other identifying information are accurately reported.</p>
<b>SF-02</b>	<p>The system shall contain security features, which prevent unauthorized individuals from accessing any information held by the Vendor. Secure access to the systems and databases shall be maintained at all times.</p>
<b>SF-03</b>	<p>The Vendor shall provide complete support of all systems and software necessary to ensure provision of services at all times for the duration of the resulting Contract. In addition, the Vendor shall monitor changes to associated interfaced systems and accommodate changes in their systems as needed to continue operations of the services and systems as specified herein.</p>
<b>SF-04</b>	<p>All technical specifications and system requirements shall meet or exceed industry standards, and shall be in proper working order, clean, and free from defects of features affecting appearance, serviceability, or the safety of the authorized user in normal intended use, unless otherwise required herein.</p>
<b>SF-05</b>	<p>The system shall be restricted to outgoing calls only. The system shall not process incoming calls at any time.</p>
<b>SF-06</b>	<p>The system shall allow for the Department to program times when the system will be operational.</p>
<b>SF-07</b>	<p>The system shall contain an automated announcement function capable of processing calls on a selective bi-lingual basis: English and Spanish. The inmate shall be able to select the preferred language using no more than a two-digit code.</p>

### System Service Functionality Requirements (SF)

<b>SF-08</b>	<p>During the call set-up process, the system shall provide a pre-recorded announcement, which complies with Code of Federal Regulations, Title 47, Volume 3, Part 64.710, identifying that the collect call is coming from a specific inmate at a Florida Correctional Institution, stating rate and complaint information, and containing a toll free number for the consumer's use. This announcement shall be heard by the answering party. The announcement shall also include the statement: "All communications will be recorded except attorney calls." The Department shall provide prior approval of the announcement.</p>
<b>SF-09</b>	<p>The system shall have the capability to be deactivated (shut down) by Department or Vendor staff, quickly and selectively, at an individual facility, partial facility (single dorm), or on a global basis, and to restrict all PIN access. The system shall be capable of de-activating the PIN feature by individual inmate telephone, groups of telephones, and/or entire facilities, at the Department's option. Regardless of this deactivation, the system shall restrict inmate calls to prepaid collect and normal collect, local and long distance, cellular, and international calls. At no time shall the inmate telephones be unrestricted due to the deactivation of the PIN feature. The Department shall have the ability to immediately deactivate any inmate's telephone account, upon approval of the Warden/Duty Warden, for any of the following reasons:</p> <ul style="list-style-type: none"> <li>• 48-hours prior to any transfer;</li> <li>• 48-hours prior to any outside medical appointment; and/or</li> <li>• 48-hours prior to any outside court appointment.</li> </ul>
<b>SF-10</b>	<p>The systems shall provide the capability to flag any individual telephone number in the inmate's "Approved Number List" as "Do Not Record". The default setting for each telephone number will be to record until flagged by Department personnel to the contrary. The system will have full audit controls that record such changes.</p>
<b>SF-011</b>	<p>The system shall provide capability for assigning an inmate's phone access to an individual telephone or group of telephones, so that the inmate's account may only place calls from those designated telephones. These telephones shall still be capable of being used by an inmate whose phone access is not specifically assigned to an individual phone.</p>
<b>SF-012</b>	<p>The Vendor shall ensure the system has a "smart fail-safe" power down service, which is initiated upon alert by the uninterruptible power supply (UPS) that the UPS has switched to battery power due to a commercial main power failure or irregularity. The system and UPS shall maintain all current ongoing telephone calls for up to 10 minutes while blocking any additional call attempts after the event. After 10 minutes, if the UPS has not alerted the system that commercial power has been restored, the system shall power down to a quiescent state that allows it to resume full operation automatically after commercial power is restored. After power restoration, the system shall have a timer to delay for 10 minutes before call processing resumes to preclude unnecessary cycling if the commercial power is unstable.</p>
<b>SF-013</b>	<p>The Vendor shall provide a system that includes a monitoring component capable of being accessed through a dedicated monitoring terminal as specified for facility locations on Attachment II. The monitoring component shall be through a vendor-provided secure internet connection from a desktop, laptop, or remote means by authorized Department personnel who have appropriate security clearance, and has been provided Vendor supplied security codes. The system shall be capable of monitoring calls from both dedicated monitoring terminals and via secure, password protected internet access.</p>

<b>System Service Functionality Requirements (SF)</b>	
<b>SF-014</b>	The system shall interface with network services provided by local exchange carriers, as well as, inter-exchange carriers. This includes analog and digital facilities (i.e., analog business trunk, DS-1, etc.). The Vendor's Reply shall provide the types of network services to which the system will interface, and the purpose (use of a specific application) of such services for the Department.
<b>SF-015</b>	<p>The Vendor shall provide all software required to support the system.</p> <p>During the entire Contract term, including any renewals, all software shall be the latest general release of the software, including software for all equipment and monitoring terminals utilized in service delivery.</p> <p>Any software necessary for the Department to interface with the system shall be provided at the expense of the Vendor, with no licensing fee to the Department.</p>
<b>SF-016</b>	All software must be compatible with a minimum of a Windows 7 operating system and must operate with Internet Explorer 11.0 at a minimum.
<b>SF-017</b>	<p>The Vendor shall provide all required software enhancements/upgrades to the system inclusive of service delivery and installation for the system provided by the Vendor, at no additional cost to the Department.</p> <p>For the purposes of award, no Beta and Field Tested Software will be accepted. Upon Contract execution, the Department may review the request for Beta and Field Tested Software, and will require the approval of the Department's Contract Manager.</p> <p>Prior to any software upgrades or enhancements for the system, the Vendor shall discuss the software benefits with the Department's Contract Manager and Office of Information Technology (OIT) and coordinate implementation of software upgrades/enhancements with the Department.</p>
<b>SF-018</b>	The Vendor shall provide a data record of all transactions through the system in a database for monitoring and analyzing of inmate telephone calls. This data is used to alert authorized Department staff of possible trends with inmate calls that could jeopardize the security of inmates, staff, or facilities.
<b>SF-019</b>	The Vendor shall be responsible for the generation and creation of a centralized system database. The system shall provide the capability for every call in and out of the system to be recorded with a transaction record that includes, at a minimum, a recording of the telephone call in a .wav or other format acceptable to the Department.
<b>SF-020</b>	The Vendor shall maintain the database in such a manner as to allow authorized personnel the capability to review and monitor inmate call data regardless of which Department facility is housing the inmate.
<b>SF-021</b>	<p>The database shall contain multiple data fields. At a minimum, the database shall contain all fields required to generate reports, as indicated in Section 3.6.7, and all information required to establish Inmate Phone Access.</p> <p>Final data elements to be collected shall be subject to written approval by the Department.</p>
<b>SF-022</b>	The system shall provide the capability for the Department to download reports from the database, through secured internet access, as outlined in Section 3.6.7.

<b>System Service Functionality Requirements (SF)</b>	
<b>SF-023</b>	<p>The Vendor shall provide access to the database through secure methods to be defined by the Department's OIT. The Department shall be able to retrieve defined data on an on-going basis (could be real-time, daily, or other).</p> <p>The Vendor shall provide requested data elements in a format to be determined by the Department's OIT. Data extracts shall be downloadable into various database formats, as needed by the Department. These data sets shall allow the Department to perform further analysis, as needed. The Department's OIT will finalize the methods, processes, and functions with the Vendor.</p>
<b>SF-024</b>	<p>The security and confidentiality of data in the system is of critical importance. The Vendor shall recover all inmate telephone data for all locations, to the point of full service operation using a data backup. The Vendor shall perform all service and database back-ups, and archiving. The Vendor shall provide all archival hardware, supplies, network, and recovery procedures that will ensure that no data is lost.</p>
<b>SF-025</b>	<p>The database shall have duplicate data storage devices with automated fail-over and automatic re-establishment of the duplicate databases upon replacement of the failed storage device, and shall be equipped with automated fire detection and suppression equipment.</p>
<b>SF-026</b>	<p>The system shall record all data with a historical transaction record, and data shall be stored/archived for retrieval/backup in a database when requested by Department personnel, in accordance with the following:</p> <ul style="list-style-type: none"> <li>• All historical data shall be centrally stored and accessible for reporting purposes;</li> <li>• This information must be available for reporting in a standard transaction file format;</li> <li>• All current and historical data files shall be retained by the Vendor, as specified, for a period of five years after Contract expiration. Call records detail and call recordings shall be available "on-line" for a minimum of 12 months from the date of the call. "Off-line" records shall be in a format readily accessible to the Department upon request; and</li> <li>• This information shall be available at no charge to the Department after termination of the Contract.</li> </ul> <p>All data shall remain the property of the Department, and the Vendor shall not use data for any purpose other than as required in the resulting Contract.</p>
<b>SF-027</b>	<p>The Vendor shall ensure the inmate telephone system will only initiate calls in a "collect call" mode (prepaid or normal collect calls) to land and cellular lines with Billing Number Addresses (BNA) for all inmate telephone calls. The only exception to this requirement will be for calls placed on coin-operated telephones at identified community release centers.</p> <p>It is the responsibility of the Vendor to make the determination based on BNA information provided as whether or not the telephone provider of the family and friends meets the criteria of the Contract before approving their ability to accept calls from an inmate.</p>



<b>System Service Functionality Requirements (SF)</b>	
<b>SF-028</b>	Inmate telephone system calls shall be processed at a speed of no more than 30 seconds, and “call set-up time” shall not exceed six seconds from completion of dialing to the first ring. The inmate telephone system shall not provide a second dial tone to an inmate telephone without the inmate hanging-up the telephone receiver after the first call is completed.
<b>SF-029</b>	Each call placed through the inmate telephone system shall be electronically identified by the system as being a call originating from a Florida Correctional Institution in 100% of the cases with or without the accompanying inmate PIN.
<b>SF-030</b>	The inmate telephone system shall provide the option of either English or Spanish voice messages or prompts, as programmed through a single prompt at the beginning of each call. The default setting for each inmate shall be English until flagged by Department personnel to Spanish. In addition to English and Spanish, the inmate telephone system shall have the ability to provide additional languages for the standard language prompts. The language provided shall be controlled by the inmate’s account information. The Vendor shall provide a list of languages available to the Department’s Contract Manager, or designee, upon request.
<b>SF-031</b>	The Inmate Telephone System shall provide automated notification to an inmate of the call status (i.e., ringing, busy, etc.). This notification may either be in the form of ringing, busy tones, Special Information Tone (SIT), or appropriate recorded messages.
<b>SF-032</b>	The inmate telephone system shall allow the inmate to hear the processing of the placed call to determine if a SIT with message or an answering device (i.e., answering machine, voice mail, etc.) has answered the call. At no time shall the system allow the inmate to speak (restricted voice channel) until the called party has accepted the call.
<b>SF-033</b>	The inmate telephone system shall announce to the called party the name of the calling inmate, informing the called party how to accept calls and announcing to the called party the call charge rate, prior to acceptance, when a call is placed. The activation or deactivation of these features shall be determined by the Department’s Contract Manager.
<b>SF-034</b>	If the party called does not accept a call, or if no one answers the call, the inmate telephone system shall inform the inmate of the situation and not simply disconnect the call.
<b>SF-035</b>	The inmate telephone system shall allow for a minimum “ring time” prior to disconnecting the inmate call. This “ring time” parameter shall be established within set parameters determined by the Department and shall be consistent among Department facilities.
<b>SF-036</b>	The inmate telephone system shall allow a called party to deny all future calls of a particular type from an inmate, and shall provide notice to the inmate placing the call of such action.
<b>SF-037</b>	The inmate telephone system shall have the capability to accept the called party’s response, via Dual Tone Multi Frequency (DTMF) Touch-Tone Pad input from the telephone and voice response (Yes/No Response).
<b>SF-038</b>	The inmate telephone system shall interject messages into a telephone call at random intervals (i.e., “this call is from a Florida Correctional Institution”) as deemed necessary by the Department. The activation or deactivation of this feature shall be determined by the Department.

<b>System Service Functionality Requirements (SF)</b>	
<b>SF-039</b>	The inmate telephone system shall allow a called party to activate a code (via the touch tone pad of their telephone) that automatically deletes their telephone number from the calling inmate's "Authorized Telephone Number List".
<b>SF-040</b>	The inmate telephone system shall also provide an alert or notification to authorized Department personnel to ensure that the inmate does not add any number deleted via the above indicated feature to the inmate's requested list of telephone numbers in the future. Notification or alert to the Department shall be via automated system update to the inmate's account information file.
<b>SF-041</b>	<p><b><u>System Voice Quality Requirements</u></b></p> <p>The system shall provide quality of voice connections that meet or exceed speech transmission quality standards in the United States, and standards enacted the appropriate industry agencies, or other organizations, such as the Telecommunications Standardization Sector of International Telecommunication Union (ITU-T), for transmitted and received levels, noise, cross talk, and frequency range(s).</p> <p>The voice quality level shall be in place for all services, at all stages of a call, and shall not be affected by any other system feature, function, or capability.</p>
<b>SF-042</b>	<p>The system shall have the ability to block calls (call block). Call blocking requirements shall apply to all equipment, unless otherwise specified, and shall include, but not be limited to, the following types of calls:</p> <ol style="list-style-type: none"> <li>1. Calls made to business numbers identified during the billing number address (BNA) search. The Department authorizes calls to attorney's, bondsmen, clergy, etc., by utilizing the inmate's authorized call list;</li> <li>2. Calls made to any 911 number;</li> <li>3. Calls made to any telephone numbers which incur excess charges, such as 900, 972, 976, 550, etc.;</li> <li>4. Calls to current long distance carrier access numbers (i.e., 10333, 10285) or future 101-XXXX carrier access numbers;</li> <li>5. Calls for all local numbers which access long distance carriers (i.e., 950-XXXX);</li> <li>6. Call access to directory assistance access numbers (i.e., 411, 555-1212, etc.);</li> <li>7. Call access to toll free numbers (i.e., 800, 888, 877, etc.), except the Florida Relay Service toll-free number(s) so that hearing impaired inmates may access a "Telephone Devices for the Deaf" (TDD) service;</li> <li>8. Calls made to pre-paid or pay-as-you-go cell phones; and</li> <li>9. Call access to any number upon request by the Department.</li> </ol> <p>Only the following call blocking requirements shall apply to the coin-operated telephone equipment located at the Department's community release centers:</p> <ol style="list-style-type: none"> <li>1. Calls made to any 911 number;</li> <li>2. Calls made to any telephone numbers which incur excess charges, such as 900, 972, 976, 550, etc.;</li> <li>3. Call access to toll free numbers (i.e., 800, 888, 877, etc.), except the Florida Relay Service toll-free number(s) so that hearing impaired inmates may access a "Telephone Devices for the Deaf" (TDD) service; and</li> <li>4. Call access to any number upon request by the Department.</li> </ol>

<b>System Service Functionality Requirements (SF)</b>	
	Call blocking shall not apply to coin-operated phones for visitors or the public at large.
<b>SF-043</b>	As set forth in SF-013, systems shall be capable of being accessed from a vendor-provided dedicated monitoring terminal, as specified on Facility Locations and Equipment List, Attachment II, and/or through a vendor-provided secure internet connection from desktop, laptop, or remote means by authorized Department personnel who have appropriate security clearance and have been provided security codes by the successful Vendor. The systems shall monitor calls from both dedicated monitoring terminals and via secure, password protected internet access.
<b>SF-044</b>	The system shall allow for “real time” audible monitoring of inmate calls by specific inmate PIN number, and/or terminating number entered by authorized Department personnel. The system shall allow for monitoring of inmate calls while in process (“real time”), and shall be configurable to allow for auto-forwarding specified calls in a “listen only” mode to a pre-designated telephone number in the Department’s Office of Inspector General (OIG).
<b>SF-045</b>	The system shall have query and search capabilities allowing Department investigators to quickly access telephone conversations that occurred during specific time periods, and/or were made from specific telephone instrument. The system shall have the ability to monitor calls based on Security Threat Group or Gang affiliation, utilizing data provided by the Department.
<b>SF-046</b>	The system shall record all inmate calls simultaneously, and at any time (in “real time”) that a call is placed.
<b>SF-047</b>	The call recording functionality shall be a fully digitized service allowing for the use of downloading, utilizing industry standard recording file formats. This should have the capability to be placed on various recording media.
<b>SF-048</b>	The system shall create a record of all calls that are monitored by any Department employee. This record will display a visible indicator in the list of inmate calls which identifies that the call has been played back by someone. This indicator, which can be as simple as an icon that is activated when the call has been played back, will link to the detailed playback history of the call. The detailed playback history will list each date and time that the call was played back, and the identity of the person who accessed the call.
<b>SF-049</b>	The playback history of inmate calls shall only be visible to personnel from the Department’s OIG, and access to this feature shall only be granted by the appropriate approving authority in the Department’s OIG. Non-Inspector General personnel shall not have the ability to view or retrieve any call playback history information.
<b>SF-050</b>	<p><b><u>System Restriction, Fraud Control and Notification Requirements</u></b></p> <p>The security and confidentiality of inmate-placed telephone calls is of critical importance. Security features which prevent unauthorized individuals from accessing any information held by the Vendor will provide for restriction to the system, fraud control for prevention purposes, and notification capabilities for attempted security violations or breaches. Secure access to the system shall be maintained at all times.</p> <p>The system shall have security capabilities that include, but are not limited to the following:</p>

**System Service Functionality Requirements (SF)**

	<ul style="list-style-type: none"> <li>a) Fraud prevention features, shall randomly interject pre-recorded announcements throughout the duration of the conversation to the called party indicating the source of the call.</li> <li>b) Detection and prevention capabilities related to fraudulent, illicit, or unauthorized activity capable of detecting unusual or suspicious number sequences dialed or dialing patterns which the system identifies as possible attempts to commit fraud.</li> <li>c) A call alert feature that will alert Department personnel, via email, that a designated inmate is placing a call to a specific number or contact that has been assigned alert status. This status is an investigative tool which will be activated by authorized Department personnel.</li> <li>d) Ability to detect an attempt by the called party to initiate a 3-way or conference call, to immediately terminate the call and to make a notation in the database on the inmate's call. The system shall make this information available, in a report format, to designated Department personnel.</li> <li>e) Ability to immediately terminate a call if it detects that a called party's telephone number is call forwarded to another telephone number. The system shall make a notation in the database on the inmate's call. The system shall make this information available, in a report format, to designated Department personnel.</li> <li>f) Ability to deactivate the restrictions on the called party's attempt to initiate a 3-way or conference call on a per number dialed, per inmate basis. The system shall permit call transfer or 3-way conferencing of specific inmate calls placed to pre-designated privileged telephone numbers such as attorneys.</li> <li>g) Ability during any call to block the out-pulsing of all digits pressed by the inmate and all hook switch "flash" attempts, after the PIN and calling list number have been input, such that no dual tone multi-frequency (DTMF) or hook switch "flashes" will appear on the outside line.</li> <li>h) Capability for the Department to immediately and remotely turn telephones on and off, including individual telephones, groups of telephones, or an entire Department facility by Department staff with the appropriate authorization level. This service shall be available, via telephone, 24 hours a day, seven days a week, including holidays.</li> <li>i) Ability to provide a form of speech or word recognition that will alert Department personnel when certain words or phrases are used by an inmate during an outgoing call.</li> </ul>
<p><b>SF-051</b></p>	<p>The proposed system(s) shall provide for authorized user access for the purposes of managing inmate telephone access information in real time. Authorized Department staff and Vendor staff, as authorized by the Department's OIG, shall have the ability to immediately enter, delete, change, or modify any proposed system(s) access information including, but not limited to, calling privileges or restrictions pertaining to inmates.</p>

<b>System Service Functionality Requirements (SF)</b>	
<b>SF-052</b>	<p>The proposed system(s) shall allow for authorized Department user access to be established, upon application by the prospective user, and the approval of the Facility's Warden or Assistant Warden, and a designated representative from the Department's OIG, Central Office. This approval authorization shall be given only to the incumbent in these positions, and cannot be delegated or assigned. Levels of authorized access shall be a menu-driven selection configured for each user, listing the various components of the proposed system(s). Any modifications to access levels shall go through the same approval process detailed above.</p> <p>Deactivation of user accounts may be approved by any one of the approving authorities referenced above, with an electronic notice sent to the designated Department's OIG representative.</p>
<b>SF-054</b>	<p>The creation, approval, and modification of user accounts shall be available in both electronic and paper format. Accounts opened manually (with paper application) shall be processed into the electronic user account system by the Vendor.</p>
<b>SF-055</b>	<p>The proposed system(s) shall allow the creation of lists of currently authorized users by facility and/or Department OIG, as needed. A system-wide list of all current authorized users shall be provided quarterly to the Department's OIG, Central Office. The proposed system(s) shall also maintain a list of all users, active or inactive, searchable by the user's last name, first name, and containing all periods of account activation.</p>
<b>SF-056</b>	<p>The proposed system(s) shall allow Department personnel to temporarily restrict or disconnect service to an individual inmate telephone.</p>
<b>SF-057</b>	<p><b><u>Proposed System(s) Network Status Monitoring Component</u></b></p> <p>All proposed system(s) shall provide a system network status monitoring component within the system. The system's status monitoring component shall, at a minimum:</p> <ol style="list-style-type: none"> <li>1) Show graphically in real-time the status of the system components at each Department facility and other locations, to include but not be limited to, calls, processor equipment, call monitoring equipment, call recording equipment, telephone station equipment, and network circuit connections.</li> <li>2) Show component status for system in a minimum of two conditions: "Green" for normal operation, and "Red" for failed or failing operation.</li> <li>3) Provide automatic reporting of component status changes (not manual input) for calls.</li> <li>4) Display and record event times, i.e., when any component changes status from "Red" to "Green", or vice-versa.</li> <li>5) Provide the service technicians the ability to log acknowledgments of component failures, log acceptance of responsibility for repair, and log comments on action taken for calls.</li> <li>6) Provide the Vendor's System Administrator accessibility to the display of status at all times for calls. The status display shall be available at other locations such as the Department's Contract Manager's office, via intranet computer access. Department personnel shall be allowed to observe the system status display at any time upon demand. All event records and technician logs shall be maintained for a minimum of 30 days, and shall be available to authorized Department personnel upon request.</li> </ol>

<b>System Service Functionality Requirements (SF)</b>	
<b>SF-058</b>	<p><b><u>System Testing</u></b></p> <p>The Vendor shall submit with their Reply a complete and comprehensive functional test plan to assure the Department of the system's readiness to accept inmate calling traffic at all facilities. This test plan shall include a checklist of items to be performed by the Vendor's implementation team and verified by the Department's staff.</p>
<b>SF-059</b>	<p><b><u>System Acceptance</u></b></p> <p>Upon Contract execution, the Vendor shall provide to the Facility's Assistant Warden of Programs, and the Department's Contract Manager a complete and comprehensive acceptance plan for the systems at each Department facility. System acceptance shall be determined by a consecutive 30 day period, during which, the systems must function "error free" after installation. Failure of the systems to meet mutually agreed upon acceptance criteria for more than 30 consecutive days may result in a request for replacement by the Department for that particular system's component.</p>
<b>SF-060</b>	<p><b><u>System Documentation</u></b></p> <p>At the completion of the implementation and installation, the Vendor shall provide to the Assistant Warden of Programs at each Department facility, and the Department's Contract Manager a complete set of service reference manuals for the inmate telecommunication service that shall include information specific to the installations at the respective facility.</p> <p>In addition, after installations of the inmate telecommunication service at each respective facility, the Vendor shall supply documentation containing service request contact numbers, instructions on reporting, and escalation procedures for the inmate telecommunication service to the Assistant Warden for Programs at the respective institution, and the Department's Contract Manager.</p>
<b>SF-061</b>	<p><b><u>System Disaster Recovery</u></b></p> <p>The Vendor shall submit with their Reply a written Disaster Recovery Plan and Continuity of Operations Plan, and associated internal system(s) equipment that shall be capable of providing for support in case of failures in power, system data networking, Vendor's equipment at its host site through the user-level equipment provided by the Vendor, and for all natural or man-made disasters, including flood or fire at the host facility. These plans and all updates will be reviewed and accepted by the Department's OIT, Central Office, and kept for reference purposes.</p> <p>The system(s) shall be capable of recovering from a power outage automatically or remotely once commercial power is restored.</p>
<b>SF-062</b>	<p>The Vendor shall provide remote diagnostic support and trouble-shooting technical assistance for the system and equipment 24 hours a day, seven days a week, including holidays.</p>
<b>SF-063</b>	<p>The Vendor shall provide the authorized users a toll-free contact number, answered, 24 hours a day, seven days a week for the purpose of reporting problems and providing technical assistance for Department staff.</p>

<b>System Service Functionality Requirements (SF)</b>	
<b>SF-064</b>	<p>The Vendor shall provide a centralized Customer Service Center located in the Continental United States (preferably within the State of Florida) which is operational 24 hours a day, seven days a week, including holidays.</p> <p>The Vendor's Customer Service Center shall be responsible for handling all inmate telecommunication service calls, from family and friends regarding service issues, billing, and any other issues relating to these services.</p>
<b>SF-065</b>	<p>The Vendor shall also ensure that a minimum of two Service Representatives, as delineated in PGM-01, Program Management Requirements, are provided specifically for staffing the Department's Central Office location.</p> <p>The responsibilities of these individuals will include handling of inmate family complaints, as well as, the additional duties specified for Service Representatives in OS-09.</p>
<b>SF-066</b>	<p><b><u>System Reporting</u></b></p> <p>At a minimum, the telecommunication service systems shall allow the Department to generate "canned" reports directly through an interface accessible through a secure internet site or via dedicated monitoring terminals. The Vendor shall provide reporting capability on all information contained in the telecommunication service systems database, including recording of telephone calls. To ensure that reports are accurate and timely, the database shall be updated in real time so that all report data is current when viewed and/or downloaded by authorized Department personnel. The database shall be capable of maintaining a record of all reports that are downloaded, with the date and time of the download, and the name of the person who performed the download. All reports shall have the capability of being queried, sorted or filtered by any field contained in the report or by data parameters, as applicable, and reports shall be readable on screen, printable and shall be downloadable into an excel format. Reports shall also be viewable via a user-friendly interface. This interface shall be, at a minimum a Graphical User Interface (GUI) such as Windows 7. Report formats shall be subject to final approval by the Department's Contract Manager.</p>
<b>SF-067</b>	<p><b><u>Authorized Users Report:</u></b> The system(s) shall provide a real time report of all Departments and the Vendor's authorized users for utilization by the Department's Office of the Inspector General. This report shall include user name, status (active or inactive) and corresponding dates, user title, facility location and their assigned role (i.e. monitor, administrator, etc).</p>
<b>SF-068</b>	<p><b><u>Approved Calling List Report:</u></b> The system(s) shall provide a real time report of each inmate's approved calling list of 10 numbers. This report shall include inmate name, inmate pin #, inmate's facility location, name and phone numbers of everyone on the inmate's calling list and Billing Number Address (BNA) for all numbers. This system shall also maintain a cumulative historical calling list for each inmate, showing all numbers that have been added or deleted from the inmate's list and the corresponding dates.</p>
<b>SF-069</b>	<p><b><u>Comprehensive Outgoing Call Report:</u></b> The system(s) shall provide a real time report of all outgoing calls made from all Department facilities for utilization by the Department's Office of the Inspector General. This report shall include inmate name, inmate pin #, inmates' facility location, phone number called, date and time of call, length of call, and BNA for number called.</p>

<b>System Service Functionality Requirements (SF)</b>	
<b>SF-070</b>	<b>Duplicate Number Report:</b> The system(s) shall provide a real time report of all outgoing telephone numbers that appear on the active call list of two or more inmates for utilization by the Department's Office of the Inspector General. This report shall include phone number, BNA for number called, inmate name, inmate pin #, and inmate's facility location.
<b>SF-071</b>	<b>International Call Report:</b> The system(s) shall provide a real time report of all overseas/international calls made. This report shall include inmate name, inmate pin #, number called, BNA for number called, inmate's facility location, country name call was placed to, date and time of call, length of call.
<b>SF-072</b>	<b>Alert Level Report:</b> The system(s) shall provide a real time report of all calls that generated an alert notification in the system. This will include three-way calls, as well as any other calls programmed to send an alert notification. This report shall include date and time of call, number called, BNA for number called, inmate name, inmate pin #, and type of alert.

#### 3.6.4.1 System Service Functionality Deliverables

<b>Deliverable</b>	<b>Due Date</b>	<b>Description (with cross-reference to Requirements as applicable)</b>
<b>DEL-SF-01</b>	By the 10 <sup>th</sup> day of the month for the prior quarter	A system-wide list of all current authorized users shall be provided to the Department's OIG, Central Office, quarterly. (SF-055)
<b>DEL-SF-02</b>	Upon Contract Execution	A complete and comprehensive acceptance plan. (SF-059)
<b>DEL-SF-03</b>	At completion of Implementation and Installation of each facility	A complete set of service reference manuals for the inmate telecommunication service that shall include information specific to the installations at the respective facility. (SF-060)
<b>DEL-SF-04</b>	Within five business days of completion of Implementation and Installation at each facility	Documentation containing service request contact numbers, instructions on reporting, and escalation procedures for the inmate telecommunication service. (SF-060)

#### 3.6.5 Other Service Requirements Service Area

<b>Other Service Requirements (OS)</b>	
<b>No.</b>	<b>Requirement</b>
<b>OS-01</b>	The inmate telecommunication service shall be Personal Identification Number (PIN) driven.  The inmate telecommunication service shall restrict use of the service through authorized PINs assigned to each inmate at one of the Department's five



**Other Service Requirements (OS)**

reception centers. No PINs will be issued by any institution. This PIN service shall allow individual PINs to be shut-off upon request of designated staff at the facility. When an inmate transfers to a different institution, that inmate's PIN account shall also be transferred. The Vendor shall be notified of inmate transfers through nightly file transmission via FTP. All PIN information shall remain the property of the Department.

The inmate telecommunication service shall use the Department's current inmate PIN assignments and numbering plan. Current PINs are numeric only and 11 digits in length. The inmate telecommunication service's PIN service will consist of the inmate's DC number, and shall be followed by the last four numbers of the inmate's Social Security Number. Since the DC number is usually six characters and the first character can be a letter or digit, it is necessary to use seven digits to represent the DC number. Therefore, the PIN shall be constructed as follows:

1ST TWO CHARACTERS OF THE PIN:

<b>If the DC number begins with:</b>	<b>Then the PIN begins with:</b>
Blank* or Zero	00
1 through 9	01 through 09
A through J	10 through 19
K through T	20 through 29
U through Z	30 through 35

Note: Some older DC numbers may be written as only 5 characters. In those cases, the DC number is assumed to start with a blank to make it a 6-character number.

**OS-02**

NEXT FIVE CHARACTERS OF THE PIN:

Same as the last five characters of the inmate's DC number.

LAST FOUR CHARACTERS OF THE PIN:

Same as the last four characters of the inmate's Social Security Number (SSN).

**EXAMPLES:**

A: DC number is 872460  
 SSN is 222-10-3555  
 PIN is 08724603555

B: DC number is A98811  
 SSN is 393-44-1167  
 PIN is 10988111167

C: DC number is 12298 (some older DC numbers are only five characters)  
 SSN is 998-30-2345  
 PIN is 00122982345

<b>Other Service Requirements (OS)</b>	
<b>OS-03</b>	The inmate telecommunication service shall utilize the PIN feature for all collect, local, long distance, cellular, and international calls.
<b>OS-04</b>	<p>The inmate telecommunication service shall allow each PIN to have a “class of service” assigned.</p> <p>For example, each PIN shall have a list of allowable telephone numbers, duration of each call, etc. These systems shall provide call by PIN that provides the Department the option of implementing any or all of the following restrictions by PIN designation:</p> <ul style="list-style-type: none"> <li>• Inmates can be either approved or not approved to make telephone calls by PIN, at the Department’s option;</li> <li>• Inmates, via the PIN, can be restricted to a specific telephone or group of telephones at the Department's option;</li> <li>• Limit duration of call: maximum call duration can be set globally (all PINs), by site, by facility area, or by individual inmate’s PIN, at the Department's option;</li> <li>• Restrict time of day calling: an allowed calling schedule can be provided for each specific PIN, by facility area, by site, and globally (all PINs). The global restrictions can take precedence over individual PIN restrictions, at the Department's option.</li> <li>• Restrict an inmate under disciplinary action from placing any or all calls assigned to his particular PIN, with the exception of privileged numbers (i.e., attorney, approved clergy, and social work professionals).</li> </ul>
<b>OS-05</b>	The system shall have the ability to limit calls to a specific duration by PIN, and by specific telephone numbers assigned to a PIN.
<b>OS-06</b>	The PIN feature shall ensure that the automated operator function uses the inmate's pre-recorded name (recorded in both the inmate’s voice and language, or in the voice of an administrator) to announce to the called party from whom the call is originating. Identification of the specific inmate, and thus the announcement of the inmate’s name shall be performed by the PIN assignment.
<b>OS-07</b>	The systems shall allow for approved destination numbers to be assigned and restricted, by individual PIN. Such number lists will be approved by authorized Department personnel (i.e., classification officer), the Vendor’s System Administrator, or the respective Service Representative at the Department’s option.
<b>OS-08</b>	The PIN feature shall allow the recording of inmate calls to be discontinued when certain pre-determined telephone numbers (privileged telephone numbers) are called.

<b>Other Service Requirements (OS)</b>	
<b>OS-09</b>	<p>The Vendor shall provide Service Representatives responsible for entering inmate telephone access information in the system.</p> <p>Service Representatives shall make, at a minimum, twice weekly visits to the facilities identified on Attachment II, or as deemed necessary by the Department, for the purposes of entering and updating this information.</p> <p>In addition, the Vendor shall ensure that information can be entered into the system by authorized Department personnel. Information fields shall include, but not be limited to, inmate name (first, middle, last), PIN number (11 digits minimum), Department facility, identifier of unit within Department facility, 10 approved telephone numbers, privileged numbers, comments field, language preference field, account activation date, current status, and alert levels.</p>
<b>OS-010</b>	<p>The Vendor shall ensure the system verifies that the number listed by an inmate's phone list (as authorized by the Department) is the telephone number with Billing Number Address (BNA) for the individual identified on the authorized phone list and NOT a pass through local number.</p>
<b>OS-011</b>	<p>Authorized Department's OIG personnel shall have the capability to enter, modify, and delete any information in any data field encompassing any inmate's phone access information including an inmate's "Approved Telephone Number List".</p> <p>The Department will make available to the Vendor, the current inmate telephone system access information, as necessary for the transition of services.</p>
<b>OS-012</b>	<p>The Vendor shall provide on Attachment III, Price Information Sheet, a single, blended rate per minute, inclusive of all surcharges, for all calls on the North American Dialing Plan, including intralata, interlata, intrastate, interstate, local, and local extended calls, which shall not exceed the maximum rate per minute allowed by the Federal Communications Commission (FCC) and appropriate regulatory authority during the time the call is placed.</p> <p>In addition to the FCC, the Vendor can contact the State Consumer Protection Agency, Better Business Bureau, or the Florida Office of the State Attorney General to obtain maximum rate per minute information.</p>
<b>OS-013</b>	<p>Call charges for international calls shall not exceed the maximum rate allowed by the appropriate regulatory authority during the time the call is placed. All call charges for coin-operated phones at the community release centers shall be at the same rates as inmate telephone calls.</p>
<b>OS-014</b>	<p>The Vendor shall agree that charges for calls shall include only the time from the point at which the called party accepts the call, and shall end when either party returns to an on-hook condition or until either party attempts a hook flash. There shall be no charges to the called party for any setup time.</p>
<b>OS-015</b>	<p>The Vendor shall not charge, pass on, or pass through to the customer paying for collect or prepaid calls any charges referred to as Local Exchange Carrier's (LEC), or Competitive Local Exchange Carrier's (CLEC) billing costs, or any bill rendering fee or billing recovery fee. The Vendor shall also ensure that LEC's and CLEC's do not charge or pass on to the customer any additional fee or surcharges for billing. The Vendor shall be responsible for any such LEC or CLEC surcharges incurred if billing through the LEC or CLEC.</p>

<b>Other Service Requirements (OS)</b>	
<b>OS-016</b>	<p>In addition, the Vendor shall not charge, pass on, or pass through to the customer paying for the collect, prepaid calls any of the following charges and/or fees:</p> <p>Bill Statement Fee, Funding Fee, Mail-In Payment Fee, Western Union Payment Fee, Refund Fee, Regulatory Recovery Fee, Wireless Admin Fee, Single Bill Fee, Paper Statement Fee, Account Setup Fee, Account Maintenance Fee, Inactive Account Fee, Account Close-Out Fee, Non-Subscriber Line Charge, Inmate Station Service Charge, Third-Party Payment Processing Fee, State Regulatory Recovery Fee, Check/Money Order Processing Fee, Biometric Service Charges, JPay Payment Fee, Federal Regulatory Cost Recovery Fee, Regulatory and Carrier Cost Recovery Fee, Validation Surcharge, or Wireless Termination Surcharge.</p>
<b>OS-017</b>	The Vendor shall ensure, inmates' family and friends utilizing the Florida Relay Service to receive calls from inmates are charged the same rates as those family and friends receiving calls from inmates not utilizing this service.
<b>OS-018</b>	<p>The Vendor shall ensure that prepaid local and long distance, cellular and international collect calling is available for all locations within the North American Dialing Plan.</p> <p>In addition, the Vendor shall provide a list of all countries (outside of the United States) that can be reached via the inmate telecommunication service operating in a "collect call only" mode to the Department's Contract Manager, or designee, upon request.</p>
<b>OS-019</b>	At no time shall an inmate be automatically connected to a "live" operator. The only exception to this requirement is that international collect calls through a live operator will be allowed when the country being called accepts collect calls.
<b>OS-020</b>	Call acceptance by the called party shall be accomplished through caller confirmation ("positive acceptance").
<b>OS-021</b>	Collect calls shall not be connected nor shall billing commence until the called party indicates acceptance of the call. All non-prepaid calls may be directly billed to the Billing Number Address (BNA) by the Vendor.
<b>OS-022</b>	The Vendor shall ensure that local and long distance, cellular and international collect calls are billed to the Billing Number Address originally provided by the inmate's inmate family or friend.
<b>OS-023</b>	The Vendor shall provide a toll-free number to the Customer Service Center which will be clearly shown on the called party's bill for assistance in billing matters.
<b>OS-024</b>	The Vendor shall ensure Caller ID is not available for any call placed through the inmate telecommunication service, and the called party has no other means of identifying the number from which a call is placed.
<b>OS-025</b>	The Vendor shall not charge for calls that result in Special Information Tones (SIT), "ring/no answer" or "busy" conditions.
<b>OS-026</b>	The Vendor shall provide local exchange service for collect only calling use at each Department institution. The local calling area shall be equivalent to the local calling public pay telephone area at each Department institution. The Vendor shall ensure that the system is capable of identifying a dialed number as local, based on the pay telephone calling area, and of correctly rating and routing the call.

<b>Other Service Requirements (OS)</b>	
<b>OS-027</b>	The Vendor shall allow families and friends to establish prepaid service account(s) with the Vendor for billing purposes, so that inmates can call pre-authorized numbers that may not be accessible via normal collect calling. Each prepaid account shall have an authorized billing number. Any calls billed to a family or friend's prepaid account shall meet the same security requirements as set forth for normal collect calls.
<b>OS-028</b>	The Vendor shall ensure that notice of the prepaid account availability is provided when a party receives a call and shall offer the option of being connected to a live operator for the purpose of establishing a prepaid account, if a normal collect call cannot be completed by the inmate due to billing issues.
<b>OS-029</b>	The Vendor's prepaid services <b>shall</b> allow the called party (family and friends) to deposit money into a prepaid services account.
<b>OS-030</b>	The Vendor shall provide instructional brochures explaining the process for establishing prepaid accounts to be made available to friends, family and inmates in Visitation parks and for the Department's public website.
<b>OS-031</b>	<p>The Vendor shall create a component within the system that creates an inmate "hot line" accessible from any telephone instrument within the system. This component shall be fully available from the monitoring terminals located at the Department's OIG, Central Office location and any of the other designated Inspector General's monitoring stations, as may be required, and authorized by the Department's OIG, Central Office.</p> <p>This component shall allow the inmate to create a confidential "mailbox", not requiring the inmate to identify himself in any manner, which also allows the Inspector General's personnel to leave a return message for the inmate. The creation of this "mailbox" shall be an option offered to the calling inmate.</p>
<b>OS-032</b>	The Prison TIPS hotline shall be reachable by entering *TIPS (*8477) on any telephone instrument in the system. The Crime Stoppers Hotline for anonymous reporting of cold case information shall be reachable by entering *8488. The PREA hotline for anonymous reporting of inmate sexual victimization shall be reachable by entering *8499. These calls shall not require input of the inmate's PIN number for access.
<b>OS-033</b>	There shall also be toll-free numbers assigned so that the Prison TIPS, Crime Stopper, and PREA hotlines can be reached by any and all telephones outside of the system.
<b>OS-034</b>	The Vendor shall provide easily readable signage referencing the Prison TIPS, Crime Stopper, and PREA hotlines and toll-free numbers for display within the institution, and on the grounds of the institution as directed by the Facility's Assistant Warden of Programs.
<b>OS-035</b>	The Vendor shall create a component within the system that creates informant lines accessible from any telephone instrument within the system. This component shall have the ability to allow an inmate to call a number(s) established by the Department's OIG that is not included on their Inmate Telephone Agreement and Numbers List (DC6-223). The system shall have the ability to exclude informant lines from call detail reports, and monitoring/recording functions.

<b>Other Service Requirements (OS)</b>	
<b>OS-036</b>	<p><b><u>Litigation-Related Testimony</u></b></p> <p>The Vendor acknowledges and agrees that many times, the recorded telephone calls of inmates are used as evidence in criminal or Department violation investigations, and as such, the Vendor may receive written/verbal requests to provide testimony regarding monitoring equipment, system specifications, and the accuracy and reliability of the system's recorded telephone data.</p> <p>The Vendor shall ensure that qualified personnel is available to provide such expert testimony, and that personnel responds timely and/or appears as stipulated in the request and/or legal subpoena. The Vendor shall immediately notify the Department's Contract Manager, or designee, upon receipt of Departmental-related subpoenas.</p>

**3.6.6 System Equipment and Service Requirements Service Area**

<b>System Equipment and Services Requirements (SES)</b>	
<b>No.</b>	<b>Requirement</b>
<b>SES-01</b>	<p>The Vendor shall own all systems and equipment (Monitoring/Recording Terminals, Inmate Telephone Stations, TDD/TTY devices, Coin-Operated Telephone Stations, etc.) and shall conduct all maintenance, repairs, upgrades and replacement to systems and equipment at no cost to the Department.</p> <p>The number and facility location of equipment currently required to be installed at Department facilities is listed on Attachment II. The number of required inmate telephone stations, coin operated telephones TDD/TTY devices, and monitoring/recording stations may be increased or decreased during the term of the Contract. Requests for additional equipment shall be submitted by the Warden, or designee, to the Department's Contract Manager, or designee, for review and submission to the Vendor and will be at no additional cost to the Department. All decisions on number, placement, location, etc. regarding the inmate telephone stations, coin operated telephones and monitoring/recording terminals shall be made by the Warden, or designee, of the respective facility.</p>
<b>SES-02</b>	<p>All ITSE required for service delivery shall be new and consist of three types of telephones:</p> <ul style="list-style-type: none"> <li>• Type 1, which will be the majority of inmate telephones installed, shall be permanently mounted wall telephones meeting the specifications outlined in this ITN.</li> <li>• Type 2 shall be portable or "movable" cordless inmate telephones that are used mainly in segregation units, and shall be manufactured to withstand abuse, as well as be compact enough to fit through standard food slots.</li> <li>• Type 3 shall be "all weather" inmate telephone sets to be used in outdoor conditions.</li> </ul>

**System Equipment and Services Requirements (SES)**

<p align="center"><b>SES-03</b></p>	<p>All ITSE shall have the physical and design characteristics that <b>meet or exceed</b> all of the following technical standards:</p> <ul style="list-style-type: none"> <li>• A chrome-plated DTMF tone dial that is water, flame and shock resistant.</li> <li>• A hearing aid compatible handset.</li> <li>• A housing that protects the electronic components of the telephone.</li> <li>• A paint or other finish that is mar and scratch resistant.</li> <li>• A faceplate with concise dialing and operating instructions.</li> <li>• An industry standard design.</li> <li>• A tamper-proof housing.</li> <li>• A floating case hardened metal plate to prevent side drilling entry. (community release centers only)</li> <li>• Dialing Instructions and “This Call is Being Recorded” warning statements in English and Spanish on each telephone instrument in a manner that reduces the possibility of the notice being destroyed. Labels or other accessible surface instructions will not be acceptable to meet this requirement. This information must be kept legible and accurate throughout the duration of the Contract.</li> <li>• A unique number, physically imprinted on each telephone instrument so that Department staff can see the number for the purposes of reporting trouble and troubleshooting problems. As telephone instruments necessitate replacement, they shall be numbered by the Vendor. As new telephone instruments are added or replaced, they shall be identified in the same manner and all appropriate paper work shall be updated to reflect the addition.</li> <li>• An armored handset cord that is resistant to stretching and breaking (for Types 1 &amp; 3 only).</li> <li>• Installation reinforced by security studs to prevent easy removal of telephone (for Types 1 &amp; 3 only).</li> <li>• A handset cord component of the ITSE with the lanyard used to connect the handset to the base telephone. The lanyard shall be no more than 32 inches in length, and shall be of steel braided or solid steel composition (for Types 1 &amp; 3 only).</li> </ul> <p>The ITSE shall not include coin entry slots or coin return slots regardless of whether these functions are disabled on the station equipment (standard pay telephone requirements excluded).</p>
<p align="center"><b>SES-04</b></p>	<p>All ITSE shall meet or exceed the following capabilities:</p> <ul style="list-style-type: none"> <li>• True dual-tone multifrequency (DTMF) compatibility.</li> <li>• The ITSE shall not be capable of being used to program any feature of the ITS.</li> <li>• The ITSE shall not be programmable for any purpose.</li> <li>• Reduction of background noise through the use of confidencers or directional microphones in the handset.</li> <li>• Volume controls that allow inmates to amplify the called party's voice.</li> <li>• Powered by the telephone line and requiring no additional power source, with the exception of cordless telephones as described above.</li> <li>• Compatible with Telecommunications for The Deaf (TDD/TTY) equipment.</li> </ul>

<b>System Equipment and Services Requirements (SES)</b>	
<b>SES-05</b>	All ITSE shall be capable of being Americans with Disabilities Act (ADA) compliant with 25% of all phones having volume control capabilities. Due to security concerns, the Department shall require the Vendor to modify certain features on telephone instruments such as cord length and mounting height.
<b>SES-06</b>	<p>New TDD/TTY equipment shall be provided for inmate use at facilities identified on Attachment II.</p> <p>All TDD/TTY equipment will be protected and secured by the Department when not in use.</p> <p>Minimum requirements for TDD/TTY equipment shall include:</p> <ul style="list-style-type: none"> <li>• Portability, such that it can be used with any ITS station set at the Department institution.</li> <li>• The ability for keyboard entry.</li> </ul> <p>A display (i.e., LCD, LED, etc.) and a printer device.</p>
<b>SES-07</b>	<p>New coin-operated telephones shall be provided for inmate use at community release centers, as identified on Attachment II, Facility Locations and Equipment List. In addition, one coin-operated telephone shall be provided for public use at each main correctional institution and annex, typically outside the admission gate, unless authorized by the Warden of the institution. These coin-operated telephones shall meet the following minimum specifications:</p> <p style="padding-left: 40px;">The telephones at the community release centers shall be programmed to allow for outgoing calls only and the telephones for public use at each facility shall have two way outgoing and incoming service. All coin-operated phones at community release centers shall meet call blocking requirements as set forth in SF-042 System Call Blocking Requirements. Coin-operated phones for public use do not need to meet call blocking requirements.</p> <p>These telephones shall meet all FCC regulations regarding alternate carrier access.</p>
<b>SES-08</b>	<p>The Vendor shall provide new monitoring/recording terminals as identified in Attachment II, Facility Locations and Equipment List, for investigative and monitoring purposes for the inmate telecommunication services.</p> <p>Each terminal should include a monitor and a CPU with a CD burner and the corresponding, fully functional CD burning software. All software must be compatible with a minimum of a Windows 7 and must operate with Internet Explorer version 11.0 at a minimum, and include appropriate input devices, (mouse, keyboard, etc) with a sound card with external speakers and accessible headphone jack.</p>
<b>SES-09</b>	All monitoring/recording terminals shall operate using recording and playback features that utilize industry standard file formats (*.wav, *.mp3, *.midi, etc).
<b>SES-10</b>	The Vendor shall provide equipment to support service delivery, as specified herein, at all designated Department facilities that is fully functional in regards to all labor, materials, service hardware, and/or software for the inmate telephone service.



<b>System Equipment and Services Requirements (SES)</b>	
	The Vendor shall further warrant that any equipment installed for the Department shall be free of defects, irregularities, unprofessional installation, code violations, and shall operate as designed and proposed. Should the equipment not operate as designed and proposed, or violate any local, state or federal code, rule or ordinance, the Vendor shall correct the defect or irregularity or bring the service to within code, rule or ordinance at no cost to the Department including payment for any fines or penalties associated therewith.
<b>SES-011</b>	<p>The Department understands the tentative nature of ensuring that service to any component of the system is completed in a set period of time. Nonetheless, time is of the essence in completing emergency and other service repairs or replacements.</p> <p>Thus, the Vendor is required to meet all response times specified in this SES-016, Response and Repair Times for Service Calls requirements, to return the system to normal operating status. In the event of extraordinary obstacles to service for which the Vendor exceeds the time-to-service requirement, notification, and a detailed plan of service shall be immediately provided to the Department by the Vendor.</p>
<b>SES-012</b>	All service request calls from Department staff shall be answered by a "live" operator at all times.
<b>SES-013</b>	<p>Critical components shall be available within the service area for each Department institution. The Vendor shall guarantee to the Department that all parts and materials necessary to repair the inmate telephone service are readily available to the respective Field Repair/Site Technicians 24 hours per day, seven days per week, 365 days per year.</p> <p>The Department will not accept the delay of service repair based on the fact that Field Repair/Site Technicians cannot access a parts warehouse, office or similar Vendor facility because the facility is not open "after hours", or on weekends or holidays.</p>
<b>SES-014</b>	The Vendor shall track all service downtime for each Department facility and compile per-facility records of the downtime for each month to comply with the Trouble Ticket/Repair Time Report specified in Section 3.6.7, Reporting Requirements.
<b>SES-015</b>	<p>All system maintenance to the inmate telecommunication service shall be performed by the Vendor's Field Repair/Site Technician during the twice weekly visits to the institution. The Field Repair/Site Technician shall notify the Assistant Warden for Programs of their anticipated arrival time for each site visit, and discuss any problems or concerns regarding these services.</p> <p>The Vendor's Site Technician shall notify the Assistant Warden for Programs if it is determined during the repair that the damage to the system was caused by inmate vandalism.</p>
<b>SES-016</b>	<p><b><u>Response and Repair Times for Service Calls</u></b></p> <p>Should any critical component of the telecommunication service provided by the Vendor fail, the Vendor shall respond to the Department's request for service calls 24 hours per day, seven days per week.</p> <p>NOTE: All repairs shall be completed prior to the normal operational hours of these services, unless approved by the Assistant Warden of Programs.</p>

<b>System Equipment and Services Requirements (SES)</b>	
<b>SES-017</b>	<p><b><u>Routine Service</u></b></p> <p>The Vendor shall respond to all routine service problems within four hours of the initial system failure notice or request for service report by the Department facility, through the use of remote testing or access. Records of testing and compliance with this requirement shall be available to the Department upon request.</p>
<b>SES-018</b>	<p>Following all routine service requests, the Vendor shall contact the Department facility with the following information within six hours of the initial system failure notice or service request:</p> <ul style="list-style-type: none"> <li>• Remote testing results, if applicable; or</li> <li>• An update of the remote testing process, if applicable; or</li> <li>• Notice that a technician has been dispatched and the estimated time of arrival at the Department site.</li> </ul> <p>Should the service not be equipped for remote access, the Vendor shall have a qualified technician, suitably equipped for the installed service, on-site at the Department facility within 12 hours from the time of initial system failure notice or service request.</p>
<b>SES-019</b>	<p>All routine service requests shall be completed within 24 hours of the initial system failure notice, request for service, or equipment failure or financial consequences shall be imposed as stated in Section 3.6.6.1.</p>
<b>SES-020</b>	<p><b><u>Major Emergency</u></b></p> <p>The Vendor shall respond to all emergency service requests on the inmate telecommunication system within one hour of initial system failure notice or request for service report by the Department facility, through the use of remote testing or access. Records of testing and compliance with this requirement shall be available to the Department upon request.</p>
<b>SES-021</b>	<p>Following all major emergency service requests, the Vendor shall contact the Department facility with the following information within two hours of the initial system failure notice or service request:</p> <ul style="list-style-type: none"> <li>• Remote testing results, if applicable; or</li> <li>• An update of the remote testing process, if applicable; or</li> <li>• Notice that a technician has been dispatched and the estimated time of arrival at the Department site.</li> </ul> <p>Should the service not be equipped for remote access, the Vendor shall have a qualified technician, suitably equipped for the installed service, on-site at the Department facility within four hours from the time of initial system failure notice or service request.</p>
<b>SES-022</b>	<p>All major emergency service requests shall be completed within 12 hours of the initial system failure notice request or financial consequences may be imposed as stated in Section 3.6.6.1.</p>
<b>SES-023</b>	<p><b><u>Trouble Ticket/Repair Time Report for Routine or Emergency Service</u></b></p> <p>The system(s) shall provide a real time report of all trouble tickets and repair times that are reported to the Vendor. This report shall include the assigned</p>

<b>System Equipment and Services Requirements (SES)</b>	
	<p>number with trouble, location (including specific dormitory or other unique location), date and time trouble was recorded in the system as occurring date, time, and name of individual trouble was reported to at the facility, cumulative downtime as a result of trouble, downtime reason (e.g. processor failure, power failure, station failure, trunk failure, etc.) and date and time trouble was cleared.</p> <p>Separate Trouble Ticket/Repair Time Reports shall be submitted for the Routine and Emergency Trouble Tickets.</p>
<b>SES-024</b>	<p><b><u>Escalation Procedures During Repair Service</u></b>  The Vendor shall provide escalation procedures to address inadequate response to service calls, frequent repetition of the same service problem, inadequate repairs to inmate telecommunication service, etc.</p> <p>These described procedures shall include the name and title of service and management personnel, as well as, criteria for service escalation to a certain "level" within the Vendor's organization. Updated contact names and telephone numbers of the service and management positions listed/described in the escalation procedures shall be made available to the Department immediately upon request.</p>
<b>SES-025</b>	<p>The Vendor shall provide After Action Reports to the Department's Contract Manager, or designee, within two business days of resolution of a major system issue.</p>
<b>SES-026</b>	<p><b><u>Equipment Report</u></b></p> <p>The system(s) shall provide a real time equipment report of all assigned equipment (in use) and inventoried equipment for the telecommunication services. This report shall include description/type of equipment, facility location (including specific dormitory or other unique location), and assigned telephone number (for phone instruments).</p>

**3.6.6.1 System Equipment and Services Performance Measures**

<b>Performance Measures (PM)</b>				
<b>No.</b>	<b>Description</b>	<b>Expectation</b>	<b>Measurement Duration</b>	<b>Financial Consequence</b>
<b>PM-SES-02</b>	<p>All requests for routine service shall be completed within 24 hours of request for service from the Department, unless otherwise instructed by the Department (SES-019)</p>	95% Compliance	Monthly	\$1,000.00 per incident, per institutional site, per month

<b>Performance Measures (PM)</b>				
<b>No.</b>	<b>Description</b>	<b>Expectation</b>	<b>Measurement Duration</b>	<b>Financial Consequence</b>
<b>PM-SES-03</b>	All major emergency repair service shall be completed within 12 hours of request for repair from the Department, unless otherwise instructed by the Department (SES-022)	95% Compliance	Monthly	\$2,500.00 per incident, per institutional site, per month
<b>PM-SES-04</b>	Vendor shall respond to all Tier I System Outages as specified in the Contract (Section 1.28)	Within 30 minutes of the Occurrence	Per Occurrence	\$2,500 per 30 minute period past the required notification time frame, per occurrence
<b>PM-SES-05</b>	Vendor shall notify the Department of all Tier II System Outages as specified in the Contract (Section 1.28)	Within 60 minutes of the Occurrence	Per Occurrence	\$1,500 per hour past the required notification time frame, per occurrence
<b>PM-SES-06</b>	Vendor shall notify the Department of all Tier III System Outages as specified in the Contract (Section 1.28)	Within 60 minutes of the Occurrence	Per Occurrence	\$1,000 per hour past the required notification time frame, per occurrence
<b>PM-SES-07</b>	The Vendor shall notify the Department of all Tier IV System Outages as specified in the Contract (Section 1.28)	Within 60 minutes of the Occurrence	Per Occurrence	\$500 per hour past the required notification time frame, per occurrence

**3.6.6.2 System Equipment and Services Deliverables**

<b>Deliverable</b>	<b>Due Date</b>	<b>Description (with cross-reference to Requirements as applicable)</b>
<b>DEL-SES-01</b>	Within 15 days from the date of request	Trouble Ticket/Repair Time Report for Routine or Emergency Service (SES-023)
<b>DEL-SES-02</b>	By the 10 <sup>th</sup> day of the month for the prior quarter	Equipment Report (SES-026)

## **SECTION 4 – PROCUREMENT RULES AND INFORMATION**

### **4.1 General Instructions to Vendors**

The PUR 1001 is incorporated by reference and may be viewed at the following link:  
[http://www.dms.myflorida.com/business\\_operations/state\\_purchasing/documents\\_forms\\_references\\_resources/purchasing\\_forms](http://www.dms.myflorida.com/business_operations/state_purchasing/documents_forms_references_resources/purchasing_forms).

### **4.2 Vendor Inquiries**

Questions related to this ITN must be received, in writing via email, by the Procurement Officer listed below, within the time indicated in the Timeline. Oral inquiries, or those submitted after the period specified in the Timeline, will not be acknowledged.

Responses to questions will be posted on the Vendor Bid System (VBS), on or about the date referenced in the Timeline. The VBS is located at [http://vbs.dms.state.fl.us/vbs/main\\_menu](http://vbs.dms.state.fl.us/vbs/main_menu).

#### **Procurement Officer Contact Information**

Allegra Small, Procurement Officer  
Bureau of Procurement  
Florida Department of Corrections  
Email: [purchasing@fdc.myflorida.com](mailto:purchasing@fdc.myflorida.com)

**Between the release of the solicitation, and the end of the seventy-two (72) hour period following posting of notice of intention to award (the seventy-two (72) hour period excludes Saturdays, Sundays, and State holidays), Vendors responding to this solicitation, or persons acting on their behalf, may not contact any employee, or officer, of the executive, or legislative branches of government, concerning any aspect of this solicitation, except in writing to the Procurement Officer as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a Reply, Section 287.057(23), F. S.**

Any person requiring special accommodation in responding to this solicitation, because of a disability, should call the Bureau of Procurement Services, at (850) 717-3700, at least five (5) days prior to any pre-solicitation conference, solicitation opening or meeting. If you are hearing or speech impaired, please contact the Bureau of Procurement by using the Florida Relay Service, which can be reached at 1-800-955-8771 (TDD).

Interested parties are encouraged to carefully review all the materials contained herein and prepare Replies accordingly.

### **4.3 Alternate Provisions and Conditions**

Replies that contain provisions that are contrary to the material requirements of this ITN are not permitted. Vendors are expected to submit questions or concerns they may have regarding the requirements or terms and conditions of this solicitation in writing to the Procurement Officer so they may be addressed during the question and answer phase of this solicitation (see Section 4.2). Including alternate provisions or conditions to this solicitation may result in the Reply being deemed non-responsive to the solicitation. However, as this is an ITN, the Department reserves the right to negotiate the best terms and conditions, if determined to be in the best interests of the state.

#### **4.4 Reply Bond**

Each Vendor is required to submit a Certified Check, Cashier's Check or Reply bond with its response. The amount required is \$1,000,000.00. The bond shall be issued by a reliable surety company that has been in business with a record of successful continuous operation for at least five years and is authorized to do business in the State of Florida. Provided Reply bonds shall be valid until the Department executes a Contract or issues a Notice of Agency Decision cancelling the solicitation or rejecting all replies. The bond shall be payable to the Florida Department of Corrections. The bond ensures against a Vendor's withdrawal from competition subsequent to their submission of a Reply. The bond will be returned to unsuccessful Vendors upon the execution of a Contract with the successful Vendor or upon cancellation of the solicitation. The bond of the successful Vendor will be retained until the Contract is executed and the Department receives the required performance bond. The Reply bond will be forfeited to the Department if the Vendor fails to timely submit the performance bond or other security, as required below, or fails to execute the Contract when required to do so by the Department. Any request for withdrawal of a submitted Reply, requested after five business days, will be subject to provisions of this section.

#### **4.5 Pass/Fail Mandatory Responsiveness Requirements**

The Department shall reject any and all Replies that do not meet the Pass/Fail criteria defined below.

- a) All data generated, used or stored by Vendor pursuant to the prospective Contract state will reside and remain in the United States and will not be transferred outside of the United States;
- b) All services provided to the State of Florida under the prospective contract, including call center or other help services, will be performed by persons located in the United States;
- c) Vendor has a minimum of at least three years' experience within the last five years in providing telecommunication services in a correctional or security/law enforcement setting;
- d) Vendor's proposed offering and all services provided under the Contract will be compliant with all laws, rules and other authority applicable to providing the services including, but not limited to, Florida's Open Government laws (Article I, Section 24, Florida Constitution, Chapter 119, F.S.);
- e) Vendor will act as the prime Vendor to the Department for all services provided under the Contract that results from this ITN;
- f) Vendor must be able to demonstrate their ability to meet the performance bond requirements. Prior to execution of the resultant Contract, Respondent will deliver to the Department a performance bond or irrevocable letter of credit in the amount equal to the lesser of \$1,000,000.00 or the average annual price of the Contract (averaged from the initial five year Contract term pricing). The bond or letter of credit will be used to guarantee at least satisfactory performance by Respondent throughout the term of the Contract (including renewal years).
- g) Vendor will deliver to the Department, with their Reply, a Reply bond or check in the amount of \$1,000,000.00, in accordance with Section 4.4. The bond ensures against a Vendor's withdrawal from competition subsequent to their submission of a Reply.
- h) Vendor attests to its positive financial standing and Vendor's current Dun & Bradstreet (D&B) Financial Stress Score has a Financial Stress Class of 1, 2, 3 or 4.

#### 4.6 Submission of Replies

Replies shall be prepared simply and economically, providing a straightforward, concise delineation of the Vendor's capabilities to satisfy the requirements of this ITN. Elaborate bindings, colored displays, and promotional material are not desired. Emphasis in each Reply shall be on completeness and clarity of content.

Vendors are responsible for submitting their Replies to this ITN to the Procurement Officer by the date and time specified in Timeline of this solicitation. The Department will not consider late replies.

In their Reply to this ITN, each Vendor shall:

- a) Submit the Technical Reply and the Cost Reply in separately sealed packages.
- b) Submit one signed original, plus seven (7) hardcopies of the Technical Reply, sealed separately from the Cost Reply.
- c) Submit one signed original plus seven (7) hardcopies of the Cost Reply, sealed separately from the Technical reply.
- d) Submit seven (7) searchable PDF copies of the Technical Reply on CD-ROMs. In the event of differences between the information contained on the CD-ROM and the original written version, the written version will prevail.
- e) Submit seven (7) searchable PDF copies of the Cost Reply on a CD-ROM separate from the Technical Reply. In the event of differences between the cost information provided on the CD-ROM and the original written version, the written version will prevail.
- f) If the Vendor believes its Technical Reply contains information that is confidential, trade secret, or otherwise not subject to disclosure, Vendor shall submit one redacted electronic version of the Technical Reply, provided on a CD-ROM. The information contained on the CD-ROM shall be formatted in such a way that redactions provided on the pages of the electronic document cannot be removed. The reason for this requirement is that in the event the Department receives a public records request for this information the Department will be able to respond to such request by providing a copy of redacted electronic version of the document(s) provided by the Vendor. The Department will rely upon Vendor submitting the redacted version to ensure the redacted version satisfies this requirement. If a redacted version is not submitted, the Department is authorized to produce the entire documents, data, or records submitted by Vendor in answer to a public records request for these records.
- g) Sealed packages to be delivered shall be clearly marked with the solicitation number, company name, due date and time, and identify which package(s) contains the Technical Reply and Cost Reply.
- h) Submitted hardcopies contained in the sealed packages are to be clearly marked on the front cover of both the original and copies, with the Vendor's company name, solicitation number, and whether it is the Technical or Cost Reply. Hardcopies should be numbered 1-10, in sequential order for ease of tracking.

#### 4.7 Contents of Reply Submittals

Replies are to be organized in TABs as directed below. Vendors shall complete each section entirely or the Vendor may be deemed not responsive.

The Reply shall be organized as follows:

**TAB A Cover Letter with Contact Information, Executive Summary, Pass/Fail Certification and Performance Bond/Irrevocable Letter of Credit Letter (Limit 15 pages)**

**TAB A** shall contain a cover letter on the Vendor's letterhead with contact information and the name and signature of the person of the representative of the responding organization authorized to legally obligate the Vendor to provide the Services. The cover letter must state that the Vendor agrees to provide the Services as described in the ITN. Also, **TAB A** shall contain an executive summary of the Vendor's Reply. The executive summary will describe the technical solution, proposed cost model (actual pricing should not be included in the Technical Reply), and operational model the Vendor proposes in a concise and meaningful manner. No pricing information is to be included in the executive summary.

**TAB A** must also include a letter, signed on or after January 1, 2016, from a Surety Company or Bonding Agent, authorized to do business in the State of Florida, and written on company **letterhead**, that documents the Vendor's present ability to obtain a performance bond or irrevocable letter of credit in the amount of at least \$1,000,000. **Failure by the Vendor to provide this letter with its Reply will be considered material and will result in the Reply being deemed not responsive.**

**TAB A** shall also include the completed Pass/Fail Requirements Certification (**Attachment IV**) signed by the same person who signs the above-mentioned cover letter. A copy of the Vendor's current Dun & Bradstreet Financial Stress Score should be provided in this section.

**TAB B Experience and Ability to Provide Services (limit 50 pages)**

**TAB B** shall include the following information:

**a) References**

Using **Attachment V** to this ITN, Vendors shall provide three references from businesses or government agencies, for which it has provided services of similar scope and size to the services identified in the ITN.

References shall pertain to current and ongoing services, or those that were completed prior to July 1, 2016. References shall not be given by:

- Persons employed by the Department within the past three years.
- Persons currently or formerly employed or supervised by the Vendor or its affiliates.
- Board members within the Vendor's organization.
- Relatives of any of the above.

The Procurement Officer reserves the right to contact the Vendor's references to verify the information was actually provided by the reference and the negotiation team may elect to contact the references to obtain further information regarding the Vendor's performance. In addition, the negotiation team reserves the right to contact and consider references other than those provided by the Vendor when making its best value determination.

**b) Prior Work Experience**

**a. Similar Contracts and Services**

Describe the Vendor's experience in providing telecommunication services or other services similar in a correctional setting or law enforcement setting, number



of years providing these services, growth on a national level, and ownership structure. Vendors shall describe all contracts executed in the last five years that are of similar scope and size to the services sought in this ITN. Vendors shall include any experience it has assuming operations from another service provider of correctional telecommunication services and identify all relevant similarities or differences between such Contracts and the services sought via this ITN. The listing of similar Contracts shall contain the organization name, contact name, address, telephone number, and email address of the entity who received the services from Vendor.

#### **b. Disputes**

Vendors shall identify all Contract disputes Vendor (including its affiliates, subcontractors, agents, etc.) has had with any customer within the last five years related to Contracts pursuant to which Vendor provided(s) similar services in the continental United States on an organizational or enterprise level. The term "Contract disputes" means any circumstance involving the performance or non-performance of a contractual obligation that resulted in: (i) identification by the Contract customer that Vendor was in default or breach of a duty under the Contract or not performing as required under the contract; (ii) the issuance of a notice of default or breach; (iii) the institution of any judicial or quasi-judicial action against Vendor as a result of the alleged default or defect in performance; or (iv) the assessment of any fines or liquidated damages under such contracts. Vendors must indicate whether the disputes were resolved and, if so, explain how they were resolved.

#### **c. Subcontractor Information**

If the Vendor will use subcontractors to provide any of the Services, the Vendor shall provide detailed information for all subcontractors it plans on contracting with to provide any of the Services under the prospective contract. This information shall be provided using **Attachment VI**, "Subcontracting." This information shall, at a minimum, include the following: name, contact information, the service(s) subcontractor will be providing under the prospective Contract, the number of years subcontractor has provided services, projects of similar size and scope to the Services sought via this ITN the subcontractor has provided, and all instances of contractual default or debarment (as a prime or subcontractor) the subcontractor has had in the past five years.

### **TAB C Description of Solution (limit 50 pages)**

In **TAB C**, Vendor shall describe:

- a) Its understanding of the current state of telecommunication services in the Florida Department of Corrections.
- b) The Vendor's proposed value-added services.
- c) Its understanding of goals and general requirements of this solicitation.
- d) Its overall approach to satisfying the requirements and goals of this solicitation.
- e) How the Vendor's approach supports the Department's specific goals of the ITN.
- f) Any risks and challenges with the Department's goals.
- g) How the Vendor will ensure quality services while ensuring costs are contained.
- h) The Vendor's approach differentiators.

- i) The Vendor's transition approach.
- j) Why the Vendor's solution is best for the state.

**TAB D Service Area Detail Solution (limit 150 pages)**

Section 3 of the ITN defines the requirements and service level expectations of each service area that comprises the Department's telecommunication services.

In **TAB D**, for **each** of the five Service Areas, the Vendor shall:

- a) Acknowledge acceptance of each requirement.
- b) Acknowledge acceptance of the measures of each performance measure (PM).
- c) Indicate its ability to exceed the required PMs, if applicable, and provide additional PMs the Vendor identifies as important that are not specified.
- d) Identify proposed modifications to the identified PMs, the impact of the modification (e.g. greater quality control, cost savings)
- e) Describe a plan for performing the service and meeting the requirements, including methodologies that will be applied, automation tools planned for use, resource usage plan/approach, and processes that will be put in place.
- f) Provide an organizational structure and resource plan for performing the service and meeting the requirements and performance measures described in Section 3 of the ITN.
- g) Describe ways to cut or minimize the costs associated with this service. This may include modifying the requirements and/or PMs while still meeting the needs of the service, or recommending a different approach for the service.
- h) Describe any additional services or deliverables you will provide in addition to those required.

**TAB E Transition Plan (limit 30 pages)**

To ensure a complete and successful transition that can provide telecommunication services for the Department, the new Vendor will document a transition plan. The transition plan outlines key activities that must be completed while working with the Department and current Vendor(s) during the transition period. Describe in detail the Vendor's plan for:

- a) Estimated Implementation and Transition Date Schedule
- b) On-boarding of resources.
- c) Participating in knowledge transfer including a breakdown by service area.
- d) Work environment and technology set-up.
- e) Introduction to Department stakeholders.
- f) Takeover of services.
- g) Other required service operation transition services.

**TAB F Attachment III – Cost Reply for Initial Term and Renewal Years**

Vendor shall complete and submit **Attachment III** – Price Information Sheet for the Contract's initial term and renewal years, and include this form in **TAB F** of its Reply to the ITN. The Attachment III should be sealed separately, but should be able to be easily inserted into Tab F upon the Cost Reply opening.

**TAB G Additional ideas for improvement or cost reduction, and other supplemental materials - (limit 35 pages)**

In **TAB G** of its Reply to the ITN, the Vendor is invited to elaborate on additional ideas or tools for service improvements that are not specifically addressed in **TABs B – F** of its Reply but may be made available via Vendor's offering. The Department is interested in ideas or tools the Vendor believes will provide for greater performance and efficiency of operations. Vendor shall make sure to describe in detail all additional features, capabilities, or services that it will provide in the additional features section.

**TAB H Completed Forms**

Unless otherwise directed Vendors shall complete the following forms and submit them to the Department in **TAB H** of its response:

- FORM 1 BUSINESS / CORPORATE REFERENCE (TAB B)**
- FORM 2 PASS / FAIL CERTIFICATION (TAB A)**
- FORM 3 VENDOR'S CONTACT INFORMATION (TAB A)**
  
- FORM 4 CERTIFICATION OF DRUG-FREE WORKPLACE PROGRAM (TAB A)**
- FORM 5 NOTICE OF CONFLICT OF INTEREST (TAB A)**
- FORM 6 SUBCONTRACTING (TAB B)**
- FORM 7 PRICE INFORMATION SHEET (TAB F)**

**4.8 Reply Evaluation Criteria**

An evaluation team will be established to review and evaluate replies to this ITN in accordance with the evaluation process below.

**A. TECHNICAL REPLY EVALUATION SCORE (0 - 500 POINTS)**

**1. Experience and Ability to Provide Services**

Evaluation of the Vendor's experience and ability to provide service will be based upon information contained in the entire response, but primarily on the information contained in **TAB B**.

**a. References**

This section will be evaluated using, but will not be limited to, the following considerations:

- 1) To what extent are the services described in the references similar to the services sought via the ITN?
- 2) To what extent do the references demonstrate Vendor's experience in performing contracts of similar size and scope for the services sought?
- 3) To what extent do the references demonstrate Vendor's ability to provide the requested services?
- 4) Are there any issues or concerns identified in the References regarding Vendors experience and ability to provide the services?

## **b. Prior Work Experience**

This section will be evaluated using, but will not be limited to, the following considerations:

- 1) To what extent has the Vendor demonstrated via the Reply that it has experience in performing contracts of similar size and scope for the services sought?
- 2) To what extent did the Vendor convey the ability to provide these services?
- 3) Are there any issues or concerns identified regarding Vendor's experience and ability to provide the services?

## **2. Description of Offering**

Evaluation of the Vendor's proposed offering will be based upon information contained in the entire Reply, but primarily on the information contained in **TAB C**. Replies will be evaluated using, but will not be limited to, the following considerations:

- a) To what extent the proposed offering satisfies the following criteria:
  - 1) Ability to effectively provide telecommunication services, as required by this ITN.
  - 2) Maximizes operational efficiencies and supports the Department's goals.
- b) To what extent does the summary of the offering, and the explanation of why it is the best offering for the State, address and meets the goals, needs, and expectations of the State?
- c) To what extent do the Vendor's proposed value-added services maximize the benefits to the Department?

## **3. Service Area Detail Solution**

Evaluation of Vendor's Service Area Detail Solution will be based upon information contained in **TAB D** of the Vendor's Reply. Replies for each service area will be evaluated based on how well the offering operationally addresses the requirements described in Section 3. Evaluation of these requirements will be based upon information contained in **TAB D**. Replies given for each service area below will be evaluated for reasonableness, thoroughness, and viability in meeting minimum requirements described in Section 3.

- **Program Management**
- **System Installation**
- **System Service Functionality**
- **Other Service Requirements**
- **System Equipment and Services**

Each service area identified above will be evaluated using, but will not be limited to, the following considerations:

- a) Vendor's demonstration of complete understanding and knowledge of the Department's statement of purpose and scope of services sought in this ITN.
- b) Description of the management, staffing, roles, and responsibilities for the proposed offering.
- c) Description and demonstration that services can be delivered and equipment installed within time frames as specified.
- d) Description of method and approach to providing inmate telecommunication services and meeting the requirements as described in Section 3 of this ITN.
- e) Description and understanding of system as it relates to required system protocols, system restrictions, security requirements and reporting.
- f) Whether the Vendor's offering is consistent with the objectives of this solicitation.

**B. REPLY EVALUATION SCORE**

The Reply Evaluation Score is the sum of the Vendor's weighted Technical Reply Evaluation Score (0 – 500 points) and Cost Reply Scores (0 – 250 points).

**C. COST REPLY EVALUATION SCORE (0 – 250 Points)**

A total of 250 points may be awarded to a Vendor's Cost Reply. The following formula will be applied to a Vendor's Cost Reply to determine the Cost Reply Score:

$$(\text{Reply with Highest Cost Points} / \text{Respondent Cost Points}) * (\text{Respondent Technical Evaluation Score} / \text{Max Technical Evaluation Score}) * \text{Max Cost Reply Points} = \text{Cost Reply Score}$$

**Reply with Highest Cost Points:** Vendor submitting the lowest cost will receive the maximum number of points.

<u>Maximum Price Points:</u>	
Initial Term	150 points
Renewal Term	100 points
TOTAL	250 points

**Vendor Cost Points:** Cost points assigned based on the above weight, for a specific Vendor as reflected in **Attachment III, Price Information Sheet** of its Reply. Cost Points will be determined using the below formula:

The Vendor submitting the lowest initial term pricing, will be awarded 150 points. All others Replies will receive points according to the following formula:

$$\frac{N}{(X)} \times 150 = Z$$

Where: N = lowest per minute rate received by any Vendor for the initial term  
 X = actual per minute rate received by Vendor  
 Z = awarded points

The Vendor submitting the lowest renewal term, will be awarded 100 points. All others Replies will receive points according to the following formula:

$$\frac{N}{(X)} \times 100 = Z$$

Where: N = lowest per minute rate received by any Vendor for the renewal term  
X = actual per minute rate received by Vendor  
Z = awarded points

**Vendor Technical Evaluation Score:** Evaluation points awarded to the Vendor's Technical Reply

**Max Technical Evaluation Score:** Maximum points available for the Technical Reply (500 points)

**Max Cost Reply Points:** Maximum points available for the Vendor's Cost Reply (250 points)

**Cost Reply Score:** Evaluation points awarded to the Vendor's Cost Reply

#### 4.9 Reply Evaluation and Negotiation Process

As to the Invitation to Negotiate process, Section 287.057(1)(c), F.S., provides in part:

“(c) Invitation to negotiate. - The invitation to negotiate is a solicitation used by an agency which is intended to determine the best method for achieving a specific goal or solving a particular problem and identifies one or more responsive Vendors with which the agency may negotiate in order to receive the best value.”

“4. The agency shall evaluate replies against all evaluation criteria set forth in the Invitation to Negotiate in order to establish a competitive range of replies reasonably susceptible of award. The agency may select one or more Vendors within the competitive range with which to commence negotiations. After negotiations are conducted, the agency shall award the contract to the responsible and responsive vendor that the agency determines will provide the best value to the State, based on the selection criteria.”

Using the evaluation criteria specified above, in order to establish a competitive range of Replies reasonably susceptible of award, the Department will evaluate and rank the Replies and, at the Department's sole discretion, proceed to negotiate with Vendor(s) as follows.

##### A. Evaluation Phase Methodology

The evaluation team members will individually and independently review each Reply and evaluate the Replies by allocating 1 – 5 points for each of the following Technical Evaluation sections:

Experience and Ability to Provide Services	Available Points (Scored by Evaluators)	Weight	Weighted Available Points
References	1-5	5%	25
Prior Work Experience	1-5	10%	50
Description of Solution	1-5	8%	40
Program Management Service Area Detail	1-5	15%	75
System Installation Service Area Detail	1-5	20%	100
System Service Functionality Service Area Detail	1-5	20%	100
Other Service Requirements Service Area	1-5	12%	60
System Equipment and Services Service Area	1-5	10%	50
<b>TOTAL</b>	<b>500 (weighted)</b>	<b>100%</b>	<b>500</b>

Evaluation Team members will assign a 1 – 5 score, using **no fractions or decimals**, to each Technical Evaluation section. The Evaluation Team members must include a written comment justifying any score other than 3 (adequate).

The table below provides the scoring guidelines to be used by Evaluation Team members when allocating Technical Evaluation points:

Assessment	Scoring Guidelines	Evaluator Score
<b>Poor</b>	Reply Fails to address the component or it does not describe any experience related to the component <b>OR</b> Reply is inadequate in most basic requirements, specifications, or provisions for the specific criteria	1
<b>Marginal</b>	Reply minimally addresses the requirements; one or more major considerations of the component are not addressed, or are so limited that it results in a low degree of confidence in the Vendor's response or proposed offering. <b>OR</b> Reply meets many of the basic requirements specifications, or provision of the specific items, but is lacking in some essential aspects for the specific criteria	2
<b>Adequate</b>	Reply adequately meets the minimum requirements, specification, or provision of the specific item, and is generally capable of meeting the state's needs for specific criteria	3

<b>Good</b>	Reply more than adequately meets the minimum requirements, specification or provision of the specific criteria, and exceeds those requirements in some aspects for the specific criteria	4
<b>Excellent</b>	Reply fully meets all requirements and exceeds several requirements Reply exceeds minimum requirements, specifications, and provisions in most aspects for the specific criteria	5

The Technical Evaluation scores received from each evaluator will be multiplied by their assigned weight and averaged to obtain the Vendor’s weighted Final Technical Evaluation Score. The Department will combine the Vendor’s Final Technical Score and the Vendor’s Final Cost Score to determine the Vendor’s Final Evaluation Score.

The Final Evaluation Scores for all Vendors will be used to rank the Replies (Reply with the highest score = 1, the second highest = 2, etc.). The ranking for each Reply will be used to establish a competitive range to determine which Vendors may be invited to participate in negotiations. The Department intends to first negotiate with the two most highly ranked Vendors, but the Department reserves the right to negotiate more or less, or to reject all Replies.

Responsive and responsible Vendor(s) will be invited to negotiate based upon the Reply Evaluation Scores. Vendors are cautioned to propose their best possible offers in their initial Reply as failing to do so may result in the Vendor not being selected to proceed to negotiations. If necessary, the Department will request revisions to the approach submitted by the top-rated Vendor(s) until it is satisfied that the contract model will serve the State’s needs and is determined to provide the best value for the State.

The Secretary or designee will approve a Short List of Vendors selected for negotiation taking into consideration the report and recommendation of the Procurement Officer. No scoring by the Secretary or designee will be required in arriving at this selection. The scoring from the Evaluation Phase shall serve as a recommendation only. The Secretary or designee may also make a determination as to whether to deem one or more vendors ineligible for award based on the Procurement Officer’s report.

**B. Negotiation Phase Methodology**

The Department reserves the right to negotiate with any or all responsive and responsible Vendors, serially or concurrently, to determine the best solution.

During the negotiation process the Department reserves the right to exercise the following rights. This list is not exhaustive.

1. Schedule additional negotiating sessions with any or all responsive Vendors.
2. Require any or all responsive Vendors to provide additional revised or final written Replies addressing specified topics.
3. Require any or all responsive Vendors to provide a written Best and Final Offer (BAFO).
4. Require any or all responsive Vendors to address services, prices, or conditions offered by any other Vendor.



5. Pursue a contract with one or more responsive Vendors for the services encompassed by this solicitation, any addenda thereto, and any request for additional revised or final written Replies or request for best and final offers.
6. Pursue the division of contracts between responsive Vendors by type of service or geographic area, or both.
7. Arrive at an agreement with any responsive Vendor, finalize principal Contract terms with such Vendor and terminate negotiations with any or all other Vendors, regardless of the status of or scheduled negotiations with such other Vendors.
8. Decline to conduct further negotiations with any Vendor.
9. Reopen negotiations with any Vendor.
10. Take any additional administrative steps deemed necessary in determining the final award, including additional fact-finding, evaluation, or negotiation where necessary and consistent with the terms of this solicitation.
11. Review and rely on relevant information contained in the Replies received from Vendors.
12. Review and rely on relevant portions of the evaluations conducted.
13. Reject any and all Replies if the Department determines such action is in the best interest of the State.
14. Negotiate concurrently or separately with competing Vendors.
15. Accept portions of a competing Vendor's Reply and merge such portions into one project, including contracting with the entities offering such portions.
16. Waive minor irregularities in Replies.
17. Utilize subject matter experts, subject matter advisors, and multi-agency advisors to assist the negotiation team.

The Department has sole discretion in deciding whether and when to take any of the foregoing actions, the scope and manner of such actions, the responsive Vendor or Vendors affected and whether to provide concurrent public notice of such decision.

Before award, the Department reserves the right to seek clarifications, to request Reply revisions, and to request any information deemed necessary for proper evaluation of Replies. Vendors that proceed to negotiations will be required to make a presentation / demonstration, and may be required to provide additional references, an opportunity for a site visit, etc. The Department reserves the right to require attendance by particular representatives of the Vendor. Any written summary of presentations or demonstrations provided by the Vendor shall include a list of persons attending on behalf of the Vendor, a copy of the agenda, copies of all visuals or handouts, and shall become part of the Vendor's Reply. Failure to provide requested information may result in rejection of the Reply.

As part of the negotiation process, the Department will check references as described in Section 4, Tab B and to assess the extent of success of the projects associated with those references. The Department also reserves the right to contact references not provided by the Vendor. Vendors may be requested to provide additional references. The results of the reference checking may influence the final negotiation and selection of the Vendor. The focus of the negotiations will be on achieving the solution that provides the best value to the State based upon the "Selection Criteria" and satisfies the Department's primary goals as identified in this ITN. The Selection Criteria includes, but is not limited to the following.

**Selection Criteria:**

1. The Respondent's articulation of its approach to provide the services.
2. The innovativeness of Respondent's approach to provide the services.
3. Respondent's articulation of its solution and the ability of the solution to meet the requirements of this ITN and provide additional innovations.

4. Respondent's demonstrated ability to effectively provide the services.
5. Respondent's experience in providing the services being procured and the skills of proposed staff relative to the proposed approach and offering.
6. Respondent's technical Reply and Cost Replies as they relate to satisfying the primary goals of the telecommunication services identified herein.

The negotiation process will also include negotiation of the terms and conditions of the Contract, in accordance with Sections 287.057 and 287.058, F.S., as applicable to the services being procured pursuant to this ITN.

By submitting a Reply a Vendor agrees to be bound to the terms of the General and Special Contract Conditions. Vendors should assume these terms will apply during the prospective Contract term, but the Department reserves the right to negotiate different terms and related price adjustments if the Department determines that it provides the best value to the State.

### **C. Final Selection and Notice of Intent to Award**

At the conclusion of negotiations, the Department will issue a written request for best and final offer(s) to one or more of the Vendors with which the negotiation team has conducted negotiations. At a minimum, based upon the negotiation process, the best and final offers must contain:

1. A revised Statement of Work;
2. All negotiated terms and conditions to be included in final Contract; and
3. A final Cost Reply.

The best and final offer(s) will be returned to the negotiation team for review. Thereafter the Negotiation Team will meet in a public meeting to determine which offer constitutes the best value to the state based upon the Selection Criteria. Thereafter, the Department's negotiation team will develop a recommendation that identifies the award that will provide the best value to the State based on the above Selection Criteria. In so doing, the Negotiation Team is not required to score the Vendors, but will base its recommendation on the foregoing Selection Criteria. The score from the Evaluation Phase will not carry over into negotiations and the Negotiation Team will not be bound by those scores. The Procurement Officer will prepare a report to the Secretary, or designee, regarding the recommendation of the Negotiation Team.

It is the intent of the Department to contract with a single Vendor, Statewide, to provide services. This does not preclude use of subcontractors.

The Department does not anticipate reopening negotiations after receiving the BAFOs, but reserves the right to do so if it is in the best interest of the State.

The Secretary, or designee, will approve an award that will provide the best value to the State, based on the Selection Criteria, taking into consideration the recommended award by the Negotiation Team as reflected in the report of the Procurement Officer. In so doing, the Secretary, or designee, is not required to score the Vendors, but will base their decision on the Selection Criteria set forth above.

#### **4.10 Reply Opening**

Replies will be publicly opened at the time and date specified in the Timeline. The opening of Replies will take place at the Department of Corrections, Bureau of Procurement, 501 S. Calhoun Street, Tallahassee, Florida. The name of all Vendors submitting Replies shall be made available to interested parties upon written request to the Procurement Officer listed in Section 4.2.

#### 4.11 Costs of Preparing Reply

The Department is not liable for any costs incurred by a Vendor in responding to this ITN, including those for oral presentations, if applicable.

#### 4.12 Disposal of Replies

All Replies become the property of the State of Florida and will be a matter of public record subject to the provisions of Chapter 119, F.S. Selection or rejection of the Reply will not affect this right. Should the Department reject all Replies and issue a re-bid, information submitted in response to this ITN will become a matter of public record as indicated in Section 119.071(b), F.S.

#### 4.13 Right to Withdraw Invitation to Negotiate

The Department reserves the right to withdraw this ITN at any time and by doing so assumes no liability to any Vendor.

#### 4.14 Right to Reject Reply Submissions and Waiver of Minor Irregularities

The Department reserves the right to reject any and all Statement of Qualifications and/or Technical Reply/Service Delivery Narrative or to waive minor irregularities when doing so would be in the best interest of the State of Florida. Minor irregularities are defined as a variation from the Invitation to Negotiate terms and conditions which does not affect the price proposed, or give the Vendor an advantage or benefit not enjoyed by other Vendors, or does not adversely impact the interests of the Department. At its option, the Department may correct minor irregularities but is under no obligation to do so whatsoever.

#### 4.15 Protest Procedures

Pursuant to Section 120.57(3), F.S., a Notice of Protest or Formal Written Protest must be filed with the Department's Agency Clerk. Filings may be made physically at 501 South Calhoun Street, Tallahassee, Florida 32399-2500, by email to: [CO-GCAgencyClerk@fdc.myflorida.com](mailto:CO-GCAgencyClerk@fdc.myflorida.com), or by facsimile to: (850) 922-4355. Protests must be made in compliance with Rules 28-110.003 and 28-110.004, F.A.C. Filings received after regular business hours (8:00 am to 5:00 pm ET) will be filed the next business day. Failure to file a protest within the time prescribed in Section 120.57(3), F.S., or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, F.S.

#### 4.16 Site Visits and Pre-Bid Conferences

All interested Vendors, before submitting their Replies, may visit the following sites and become familiar with conditions that may, in any manner, affect the work to be done. **Attendance at the site visits is non-mandatory.** The Department has set a specific date for the site visits and will not allow visits for individual Vendors or visits at any other time. Interested parties must submit the following information to John Bryant at [John.Bryant@fdc.myflorida.com](mailto:John.Bryant@fdc.myflorida.com) at least five business days prior to the site visit listed in the Timeline and furnish them with the following information on all attendees, including the attendee's Full Name, Social Security Number, Date of Birth, and Driver's License Number. **Participation in the Site Visits will be limited to two representatives per organization.**

Site visits shall occur according to the following schedule and interested parties shall meet at the main gate for admittance to the facility. The institutions listed below are a representative sample of the various types of facilities the Department currently operates. All Department security

procedures shall apply. Each site visit will also include a brief pre-solicitation meeting and afford Vendors the opportunity to ask questions.

Institution	Address	Date	Time
Wakulla CI (Administration Building)	110 Melaleuca Drive Crawfordville, Florida 32327-4963	<b>November 14, 2016</b>	11:00 a.m., Eastern Time
Central Florida Reception Center – Main	7000 H.C. Kelley Road Orlando, FL 32831-2518	<b>November 15, 2016</b>	2:00 p.m., Eastern Time
Suwannee CI	5964 U.S. Highway 90 Live Oak, FL 32060	<b>November 16, 2016</b>	2:00 p.m., Eastern Time

Persons present as attendees must be the same individuals for whom information was provided and must be approved by Department/Institution staff at each site. For security reasons, admittance of any Vendors not previously approved is at the sole discretion of the Institution and Vendors who did not seek prior approval may be denied access. Attendees must present photo identification at the site.

The site visits are an opportunity to tour each institution and are vital to understanding the desired services sought by the Department. The Department will accept verbal questions during the site visits and will make a reasonable effort to provide answers at that time. Impromptu questions will be permitted and spontaneous answers provided; **however, parties should clearly understand that the Department will issue a written response ONLY to those questions subsequently submitted in writing in accordance with Section 4.2.** This written response will be provided to all prospective Vendors as an addendum to the ITN, and shall be considered the Department's official answer or position as to the question or issue posed. **Verbal answers and discussions are for informational purposes only and shall not be binding upon the Department.**

#### 4.17 Addenda

The Department will post all addenda and materials relative to this procurement on the Florida Vendor Bid System at [http://www.myflorida.com/apps/vbs/vbs\\_main\\_menu](http://www.myflorida.com/apps/vbs/vbs_main_menu). **Interested parties are responsible for monitoring this site for new or changing information relative to this procurement.** Vendors are responsible for ensuring that all addendums have been read and incorporated, as applicable, in their Reply.

#### 4.18 Cost/Price Discussions

Any discussion by a Vendor with any employee or authorized representative of the Department involving cost or price information, occurring prior to posting of the Notice of Agency Decision, will result in rejection of said Vendor's Reply.

#### 4.19 No Prior Involvement and Conflicts of Interest

Section 287.057(17)(c), F.S., provides, "A person who receives a contract that has not been procured pursuant to subsections (1)-(3) to perform a feasibility study of the potential implementation of a subsequent contract, who participates in the drafting of a solicitation or who develops a program for future implementation, is not eligible to contract with the agency for any other contracts dealing with that specific subject matter, and any firm in which such person has

any interest in not eligible to receive such contract. However, this prohibition does not prevent a Vendor who responds to a request for information from being eligible to contract with an agency.”

The Department considers participation through decision, approval, disapproval, recommendation, preparation of any part of a purchase, influencing the content of any specification or procurement standard, rendering of advice, investigation, or auditing or any other advisory capacity to constitute participation in drafting of the solicitation.

Acknowledge acceptance on the Notice of Conflict of Interest Form, Attachment IX.

The Vendor(s) shall not compensate in any manner, directly or indirectly, any officer, agent or employee of the Department for any act or service which he/she may do, or perform for, or on behalf of, any officer, agent, or employee of the Vendor(s). No officer, agent, or employee of the Department shall have any interest, directly or indirectly, in any Contract or purchase made, or authorized to be made, by anyone for, or on behalf of, the Department.

The Vendor(s) shall have no interest, and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under this ITN.

#### **4.20 State Licensing Requirements**

All entities defined under Chapters 607, 617 or 620, F.S., seeking to do business with the Department shall be on file and in good standing with the State of Florida Department of State.

#### **4.21 MyFloridaMarketPlace (MFMP) Vendor Registration**

Each vendor doing business with the State of Florida for the sale of commodities or contractual services as defined in Section 287.012, F.S., shall register in the MyFloridaMarketPlace Vendor Information Portal (VIP) system, unless exempted under Rule 60A-1.030, F.A.C. State agencies shall not enter into an agreement for the sale of commodities or contractual services, as defined in Section 287.012, F.S., with any vendor not registered in the MyFloridaMarketPlace VIP system, unless exempted by rule. A vendor not currently registered in the MyFloridaMarketPlace VIP system shall do so within 5 days of award.

Registration may be completed at: <http://vendor.myfloridamarketplace.com>. Those needing assistance may contact the MyFloridaMarketPlace Customer Service Desk at 866-352-3776 or [vendorhelp@myfloridamarketplace.com](mailto:vendorhelp@myfloridamarketplace.com).

#### **4.22 Unauthorized Employment of Alien Workers**

The Department does not intend to award publicly funded Contracts to those entities or affiliates who knowingly employ unauthorized alien workers, constituting a violation of the employment provisions as determined pursuant to Section 274A of the Immigration and Nationality Act.

#### **4.23 Confidential, Proprietary, or Trade Secret Material**

The Department takes its public records responsibilities as provided under Chapter 119, F.S. and Article I, Section 24 of the Florida Constitution, very seriously. If the Vendor(s) considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, F.S., the Florida Constitution or other authority, the Vendor(s) must also simultaneously provide the Department with a separate redacted copy of its response and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Department’s solicitation name,

number, and the name of the Vendor(s) on the cover, and shall be clearly titled "Redacted Copy." The redacted copy shall be provided to the Department at the same time the Vendor(s) submits its response to the solicitation, and must only exclude or redact those exact portions which are claimed confidential, proprietary, or trade secret. The Vendor(s) shall be responsible for defending its determination that the redacted portions of its response are confidential, trade secret or otherwise not subject to disclosure. Further, the Vendor(s) shall protect, defend, and indemnify the Department for any and all claims arising from or relating to Vendor's determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise not subject to disclosure. If the Vendor(s) fails to submit a Redacted Copy with its response, the Department is authorized to produce the entire documents, data or records submitted by the Vendor(s) in answer to a public records request for these records. In no event shall the Department, or any of its employees or agents, be liable for disclosing, or otherwise failing to protect, the confidentiality of information submitted  
In response to this solicitation.

#### **4.24 Vendor Substitute W-9**

The State of Florida Department of Financial Services (DFS) requires all vendors that do business with the state to electronically submit a Substitute W-9 Form to <https://flvendor.myfloridacfo.com>. Answers to frequently asked questions related to this requirement are found at: <https://flvendor.myfloridacfo.com>. DFS is ready to assist vendors with additional questions. You may contact their Customer Service Desk at 850-413-5519 or [FLW9@myfloridaacfo.com](mailto:FLW9@myfloridaacfo.com).

#### **4.25 Scrutinized Vendors Certification**

If the resulting Contract exceeds \$1,000,000.00 in total, not including renewal years, the Contractor must certify that they are not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List created pursuant to Sections 215.473, F.S. and 215.4725, F.S. Pursuant to Section 287.135(5), F.S., and 287.135(3), F.S., Contractor agrees the Department may immediately terminate the Contract for cause if the Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel during the term of the Contract.

#### **4.26 Disclosure of Reply Submittal Contents**

All documentation produced as part of this solicitation shall become the exclusive property of the Department and may not be removed by the Vendor or its agents. All replies shall become the property of the Department and shall not be returned to the Vendor. The Department shall have the right to use any or all ideas or adaptations of the ideas presented in any Reply. Selection or rejection of a Reply shall not affect this right.

#### **4.27 Posting of Notice of Agency Decision**

In regard to any competitive solicitation, the Department shall post a public notice of agency action when the Department has made a decision including, but not limited to, a decision to award a Contract, reject all Replies, or to cancel or withdraw the solicitation.

The Notice of Agency Decision will be posted on or about the date shown in the Timeline and will remain posted for a period of 72 hours (Saturdays, Sundays and State holidays shall be excluded in the computation of the 72 hour time period). Posting will be made available on the Florida Vendor Bid System at [http://vbs.dms.state.fl.us/vbs/main\\_menu](http://vbs.dms.state.fl.us/vbs/main_menu).

## **SECTION 5 – CONTRACT TERMS AND CONDITIONS**

### **5.1 General Contract Conditions**

The PUR 1000 is incorporated by reference and may be viewed at the following link:  
[http://www.dms.myflorida.com/business\\_operations/state\\_purchasing/documents\\_forms\\_references\\_resources/purchasing\\_forms](http://www.dms.myflorida.com/business_operations/state_purchasing/documents_forms_references_resources/purchasing_forms).

### **5.2 Travel Expenses**

The Department shall not be responsible for the payments of any travel expenses incurred by the Vendor(s) resulting from this ITN.

### **5.3 E-Verify**

In accordance with Executive Order 11-116, “The provider agrees to utilize the U.S. Department of Homeland Security’s E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all new employees hired during the contract term by the Provider. The Provider shall also include a requirement in subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. Vendors meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.”

### **5.4 State Initiatives**

#### **5.4.1 Diversity in Contracting**

The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by minority, women, and service-disabled veteran business enterprises in the economic life of the state. The State of Florida Mentor Protégé Program connects minority, women, and service-disabled veteran business enterprises with private corporations for business development mentoring. We strongly encourage firms doing business with the State of Florida to consider this initiative. For more information on the Mentor Protégé Program, please contact the Office of Supplier Diversity at (850) 487-0915.

To this end, it is vital that small, minority, women, and service-disabled veteran business enterprises participate in the state’s procurement process as both vendors and subcontractors in this solicitation.

Information on Certified Minority Business Enterprises (CMBE) and Certified Service-Disabled Veteran Business Enterprises (CSDVBE) is available from the Office of Supplier Diversity at [http://dms.myflorida.com/other\\_programs/office\\_of\\_supplier\\_diversity\\_osd/](http://dms.myflorida.com/other_programs/office_of_supplier_diversity_osd/)

Diversity in Contracting documentation shall be submitted to the Contract Administrator and should identify any participation by diverse vendors and suppliers as prime vendors, subcontractors, vendors, resellers, distributors, or such other participation as the parties may agree. Diversity in Contracting documentation shall include the timely reporting of spending with certified and other minority/service-disabled veteran business enterprises. Such reports must be submitted at least monthly, and include the period covered, the name, minority code and Federal Employer Identification Number (FEIN) of each minority/service-disabled veteran vendor utilized during the period, commodities, and services provided by the minority/service-disabled veteran business enterprise, and the amount paid to each minority/service-disabled veteran vendor on behalf of each purchasing agency ordering under the terms of the contract resulting from this ITN.

#### **5.4.2 Environmental Considerations**

The State supports, and encourages initiatives to protect and preserve our environment. If applicable, the Vendor(s) shall submit a plan to support the procurement of products and materials with recycled content, and the intent of Section 403.7065, F.S. The Vendor(s) shall also provide a plan, if applicable, for reducing, and or handling of any hazardous waste generated by Vendor's company, in accordance with Rule 62-730.160, F.A.C.

It is a requirement of the Florida Department of Environmental Protection that a generator of hazardous waste materials that exceeds a certain threshold must have a valid and current Hazardous Waste Generator Identification Number. This identification number shall be submitted as part of vendor's explanation of its company's hazardous waste plan, and shall explain in detail its handling and disposal of this waste.

#### **5.5 Subcontracts**

The Vendor(s) may, only with prior written consent of the Department, enter into written subcontracts for the delivery or performance of services as indicated in this ITN. Anticipated subcontract agreements known at the time of reply submission, and the amount of the subcontract must be identified in the Reply. If a subcontract has been identified at the time of submission, a copy of the proposed subcontract must be submitted to the Department. No subcontract, which the Vendor(s) enters into with respect to performance of any of its functions under the Contract, shall in any way relieve the Vendor(s) of any responsibility for the performance of its duties. All subcontractors, regardless of function, providing services on Department property, shall comply with the Department's security requirements, as defined by the Department, including background checks, and all other Contract requirements. All payments to subcontractors shall be made by the Vendor(s).

If a subcontractor is utilized by the Vendor(s), the Vendor(s) shall pay the subcontractor within seven working days after receipt of full or partial payments from the Department, in accordance with Section 287.0585, F.S. It is understood, and agreed that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract, and that the Vendor(s) shall be solely liable to the subcontractor for all expenses and liabilities under the Contract resulting from this ITN. Failure by the Vendor(s) to pay the subcontractor within seven working days will result in a penalty to be paid by the Vendor(s) to the subcontractor in the amount of one-half of one percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed 15% of the outstanding balance due.

#### **5.6 Insurance**

The Vendor(s) shall obtain insurance to cover those liabilities which are necessary to provide reasonable financial protection for the Vendor and the Department under any resulting Contract. This shall include, but is not limited to, workers' compensation, general liability, and property damage coverage. The Department must be an additional named insured on the Vendor's insurance related to the Contract. Upon the execution of any resulting Contract, the Vendor shall furnish the Department's Contract Manager with written verification of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Department reserves the right to require additional insurance where appropriate.

If the Vendor(s) is a state agency or subdivision as defined in Section 768.28, F.S., the Vendor(s) shall furnish the Department, upon request, written verification of liability protection in accordance



with Section 768.28, F.S. Nothing herein shall be construed to extend any party's liability beyond that provided in Section 768.28, F.S.

## **5.7 Copyrights, Right to Data, Patents and Royalties**

Where activities produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representation and works of any similar nature, the Department has the right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Department to do so. If the materials so developed are subject to copyright, trademark, or patent, legal title and every right, interest, claim or demand of any kind in and to any patent, trademark or copyright, or application for the same, will vest in the State of Florida, Department of State for the exclusive use and benefit of the state. Pursuant to Section 286.021, F.S., no person, firm or corporation, including parties to the resulting Contract, shall be entitled to use the copyright, patent, or trademark without the prior written consent of the Department of State.

The Department shall have unlimited rights to use, disclose or duplicate, for any purpose whatsoever, all information, and data developed, derived, documented, or furnished by the Vendor(s). All computer programs, and other documentation produced as part of the resulting contract shall become the exclusive property of the State of Florida, Department of State, with the exception of data processing software developed by the Department pursuant to Section 119.084, F.S., and may not be copied or removed by any employee of the Vendor(s) without express written permission of the Department.

The Vendor(s), without exception, shall indemnify, and save harmless the Department and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by the Vendor(s). The Vendor(s) has no liability when such claim is solely, and exclusively due to the combination, operation, or use of any article supplied hereunder with equipment or data not supplied by the Vendor(s) or is based solely and exclusively upon the Department's alteration of the article. The Department will provide prompt written notification of a claim of copyright or patent infringement, and will afford the Vendor(s) full opportunity to defend the action, and control the defense of such claim.

Further, if such a claim is made or is pending, the Vendor(s) may, at its option and expense, procure for the Department the right to continue use of, replace, or modify the article to render it non-infringing. (If none of the alternatives are reasonably available, the Department agrees to return the article to the Vendor(s) upon its request and receive reimbursement, fees and costs, if any, as may be determined by a court of competent jurisdiction.) If the Vendor(s) uses any design, device, or materials covered by letter, patent or copyright, it is mutually agreed, and understood without exception that the resulting contract prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work to be performed hereunder.

## **5.8 Independent Contractor Status**

The Vendor(s) shall be considered an independent Contractor in the performance of its duties, and responsibilities. The Department shall neither have nor exercise any control or direction over the methods by which the Vendor(s) shall perform its work and functions other than as provided herein. Nothing is intended to, nor shall be deemed to constitute, a partnership or a joint venture between the parties.

## **5.9 Assignment**

The Vendor(s) shall not assign its responsibilities or interests to another party without prior written approval of the Department. The Department shall, at all times, be entitled to assign or transfer its rights, duties and obligations to another governmental agency of the State of Florida, upon giving written notice to the Vendor(s).

## **5.10 Force Majeure**

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Agreement or interruption of performance resulting directly or indirectly from acts of God, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes.

## **5.11 Severability**

The invalidity or unenforceability of any particular provision shall not affect the other provisions hereof, and shall be construed in all respects as if such invalid or unenforceable provision was omitted, so long as the material purposes can still be determined and effectuated.

## **5.12 Use of Funds for Lobbying Prohibited**

The Vendor(s) agrees to comply with the provisions of Section 216.347, F.S., which prohibits the expenditure of state funds for the purposes of lobbying the Legislature, the Judicial Branch, or a state agency.

## **5.13 Reservation of Rights**

The Department reserves the exclusive right to make certain determinations regarding the service requirements. The absence of the Department setting forth a specific reservation of rights does not mean that any provision regarding the services to be performed is subject to mutual agreement. The Department reserves the right to make any and all determinations exclusively which it deems are necessary to protect the best interests of the State of Florida and the health, safety and welfare of the Department's inmates, and of the general public which is served by the Department, either directly or indirectly, through these services.

## **5.14 Taxes**

The State of Florida does not pay Federal Excise and Sales taxes on direct purchases of tangible personal property. Tax exemption number/certificate will be provided upon request. This exemption does not apply to purchases of tangible personal property made by vendors who use the tangible personal property in the performance of Contracts for the improvement of state owned real property, as defined in Chapter 192, F.S.

## **5.15 Safety Standards**

Unless otherwise stipulated in the Reply, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act (OSHA) and any standards thereunder.

#### **5.16 Americans with Disabilities Act**

The Vendor(s) shall comply with the Americans with Disabilities Act (ADA). In the event of the Vendor's noncompliance with the nondiscrimination clauses, the ADA, or with any other such rules, regulations, or orders, the Contract resulting from this ITN may be canceled, terminated, or suspended in whole or in part and the Vendor(s) may be declared ineligible for further contracts.

#### **5.17 Employment of Department Personnel**

The Vendor(s) shall not knowingly engage, employ or utilize, on a full-time, part-time, or other basis during the period of any Contract resulting from this ITN, any current or former employee of the Department where such employment conflicts with Section 112.3185, F.S.

#### **5.18 Legal Requirements**

Applicable provision of all Federal, State, county and local laws, and all ordinances, rules, and regulations shall govern development, submittal and evaluation of all Replies received in response hereto and shall govern any and all claims, and disputes which may arise between person(s) submitting a response hereto and the State of Florida, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any vendor shall not constitute a cognizable defense against the legal effect thereof.

#### **5.19 Conflict of Law and Controlling Provisions**

Any Contract resulting from this ITN, plus any conflict of law issue, shall be governed by the laws of the State of Florida.

#### **5.20 Prison Rape Elimination Act (PREA)**

The Vendor(s) will comply with the national standards to prevent, detect, and respond to prison rape under the Prison Rape Elimination Act (PREA), Federal Rule 28 C.F.R. Part 115. The Vendor(s) will also comply with all Department policies and procedures that relate to PREA.

#### **5.21 Modifications After Contract Execution**

Unless otherwise stated in the resulting Contract, modifications shall be valid only through execution of a formal Contract amendment.

During the term of the Contract, the Department may unilaterally require changes (altering, adding to, or deducting from the specifications) provided such changes are within the general scope of this solicitation.

The Vendor may request an equitable adjustment in the price(s) or delivery date(s), if the change affects the cost or time of performance. Such equitable adjustments require the express written approval of the Department.

The Department shall provide written notice to the Vendor 30 days in advance of any Department-required changes to the technical specifications, and/or scope of service, which affect the Vendor's ability to provide the service as specified herein. Any changes, other than purely administrative changes, will require a written change order or formal Contract amendment.

## 5.22 Contract Monitoring

The Department may utilize any or all of the following monitoring methodologies in monitoring the Vendor's performance under the Contract and in determining compliance with Contract terms and conditions:

- Desk review of records related to service delivery maintained at Department facilities serviced by the Contract (shall include any documents and databases pertaining to the Contract and may be based on all documents and data or a sampling of same whether random or statistical);
- On-site review of records maintained at Vendor's business location;
- Interviews with Vendor and/or Department staff;
- Review of grievances filed by inmates regarding Vendor's service delivery; and
- Review of monitoring, audits, investigations, reviews, evaluations, or other actions by external agencies.

A Contract Monitoring tool will be developed and administered by the Department, in accordance with the requirements in this Contract. The monitoring tool will be utilized in review of the Vendor's performance. Such monitoring may include, but is not limited to, both announced and unannounced site visits.

To ensure the Contract Monitoring process is conducted in the most efficient manner, the Department has established a Vendor's Self-Certification of Compliance checklist, which will be incorporated as an attachment to the Contract Monitoring tool to be developed. The Self-Certification of Compliance will be retained in the Contract Manager's file and the official Contract file. The Vendor shall complete the Self-Certification of Compliance checklist within 30 days of execution of the Contract resulting from this ITN and forward the original to the Contract Manager.

The Department's Contract Monitor, or designee, will provide a written monitoring report to the Vendor within three weeks of a monitoring visit. Non-compliance issues identified by the Contract Manager, or designee, will be identified in detail to provide opportunity for correction where feasible.

Within 10 days of receipt of the Department's written monitoring report (which may be transmitted by email), the Vendor shall provide a formal Corrective Action Plan (CAP) to the Contract Manager (email acceptable) in response to all noted deficiencies to include responsible individuals and required time frames for achieving compliance. Unless specifically agreed upon in writing by the Department, time frames for compliance shall not exceed 30 days from the date of receipt of the monitoring report by the Vendor. CAPs that do not contain all information required shall be rejected by the Department in writing (e-mail acceptable). The Vendor shall have five days from the receipt of such written rejection to submit a revised CAP; this will **not** increase the required time for achieving compliance. All noted deficiencies shall be corrected within the time frames identified or the Department will impose financial consequences, as appropriate. The Contract Manager, Contract Monitoring Team, or other designated Department staff, may conduct follow-up monitoring at any time to determine compliance based upon the submitted CAP.

## 5.23 Rights to Examine, Audit and Administer Resources

The Vendor will permit online and onsite visits by Department's authorized employees, officers, inspectors, and agents during an administrative or criminal investigation. The process can begin with either declaration of a computer security incident (CSIRT) from the Department's CIO or Information Security Officer or directly from the Department's Inspector General.

The Vendor will make available any and all operating system computer logs generated by the mainframe, servers, routers, and switches as requested. If requested the Vendor will provide the Department with administrative level on-line access to the server console interfaces and logs.

Right to Audit: The Vendor will permit and facilitate both physical and virtual access to the mainframe, servers, intrusion prevention system, firewalls, routers and switches by the Department's authorized audit staff or representatives. Such access may include both internal and external security scans of those resources.

In certain criminal investigations it may be necessary for the Department to seize control of the mainframe or servers for the purpose of evidentiary control, pursuant to Sections 20.055 and 944.31, F.S.

## **5.24 Financial Consequences**

By executing any Contract that results from this ITN, the Vendor expressly agrees to the imposition of financial consequences, in addition to all other remedies available to the Department by law.

The Department's Contract Manager will provide written notice to the Vendor's Representative of all financial consequences assessed, accompanied by detail sufficient for justification of assessment. Within 10 days of receipt of a written notice of the assessment of financial consequences, the Vendor shall forward payment to the Department's Contract Manager. Payment shall be for the appropriate amount, be made payable to the Department. As an alternative, the Vendor may issue a credit, for the amount of the financial consequences due, on the next monthly invoice following imposition of damages; documentation of the amount of consequences imposed shall be included with the invoice.

## **5.25 Default**

Failure to adhere to Contract terms and conditions may be handled in accordance with Rule 60A-1.006, F.A.C. The Department may take any other actions deemed necessary and appropriate to make the State whole in the event of such default.

## **5.26 Termination**

### **5.26.2 Termination at Will**

Any Contract resulting from this ITN may be terminated by the Department upon no less than 30 calendar days' notice and by the Vendor upon no less than 180 calendar days' notice, without cause, unless a lesser time is mutually agreed upon by both parties. Notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery.

### **5.26.3 Termination Due to Lack of Funds**

In the event funds to finance the Contract resulting from this solicitation become unavailable, the Department may terminate the Contract upon no less than 24 hours' notice in writing to the Vendor. Notice shall be delivered by certified mail (return receipt requested), in-person with proof of delivery, or by other method of delivery whereby an original signature is obtained. The Department will be the final authority as to the availability of funds.

#### **5.26.4 Termination for Cause**

If a breach of the Contract resulting from this solicitation occurs by the Vendor, the Department may, by written notice to the Vendor, terminate the Contract resulting from this solicitation upon 24 hours' notice. Notice shall be delivered by certified mail (return receipt requested), in-person with proof of delivery, or by other method of delivery whereby an original signature is obtained. If applicable, the Department may employ the default provisions in Chapter 60A-1, F.A.C. The provisions herein do not limit the Department's right to remedies at law or to damages.

#### **5.26.5 Termination for Unauthorized Employment**

Violation of the provisions of Section 274A of the Immigration and Nationality Act shall be grounds for unilateral cancellation of the Contract resulting from this solicitation.

#### **5.27 Retention of Records**

To the extent that information is utilized in the performance of the resulting Contract or generated as a result of it, and to the extent that information meets the definition of "public record," as defined in Section 119.011(1), F.S., said information is recognized by the parties to be a public record and, absent a provision of law or administrative rule or regulation requiring otherwise, shall be made available for inspection and copying by any person upon request as provided in Chapter 119, F.S. The Vendor agrees to: (a) keep and maintain public records required by the Department in order to perform the service; (b) upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Vendor does not transfer the records to the Department; and (d) upon completion of the contract, transfer, at no cost, to the Department all public records in possession of the Vendor or keep and maintain public records required by the Department to perform the service. If the Vendor transfers all public records to the Department upon completion of the contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department. Unless a greater retention period is required by state or federal law, all documents pertaining to the program contemplated by this ITN shall be retained by the Vendor for a period of five years after the termination of the resulting Contract or longer as may be required by any renewal or extension of the Contract. Pursuant to §287.058(1)(c), F.S., the Department is allowed to unilaterally cancel the Contract for refusal by the Vendor to allow public access to all documents, papers, letters, or other material made or received by the Vendor in conjunction with the contract, unless the records are exempt from §24(a) of Art. I of the State Constitution and §119.07(1), F.S.

The Vendor further agrees to hold the Department harmless from any claim or damage including reasonable attorney's fees and costs or from any fine or penalty imposed as a result of failure to comply with the public records law or an improper disclosure of confidential information and promises to defend the Department against the same at its expense.

**5.28 Indemnification**

The Vendor(s) shall be liable, and agrees to be liable for, and shall indemnify, defend, and hold the Department, its employees, agents, officers, heirs, and assignees harmless from any and all claims, suits, judgments, or damages including court costs and attorney's fees arising out of intentional acts, negligence, or omissions by the Vendor(s), or its employees or agents, in the course of the operations of this Contract, including any claims or actions brought under Title 42 USC §1983, the Civil Rights Act.

**5.29 Inspector General**

In accordance with Section 20.055(5), F.S., the Vendor(s), and any subcontractor, understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing.

**5.30 Cooperative Purchasing**

Pursuant to their own governing laws, and subject to the agreement of the Vendor, other entities may be permitted to make purchases in accordance with the terms and conditions contained herein. The Department shall not be a party to any transaction between the Vendor and any other purchaser.

Other state agencies wishing to make purchases from this agreement are required to follow the provisions of Section 287.042(16)(a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the Contract is cost effective and in the best interest of the State.

**5.31 Performance Guarantee**

The Vendor shall furnish the Department with a Performance Guarantee in the amount of \$1,000,000.00, on an annual basis, for a time frame equal to the term of the Contract.

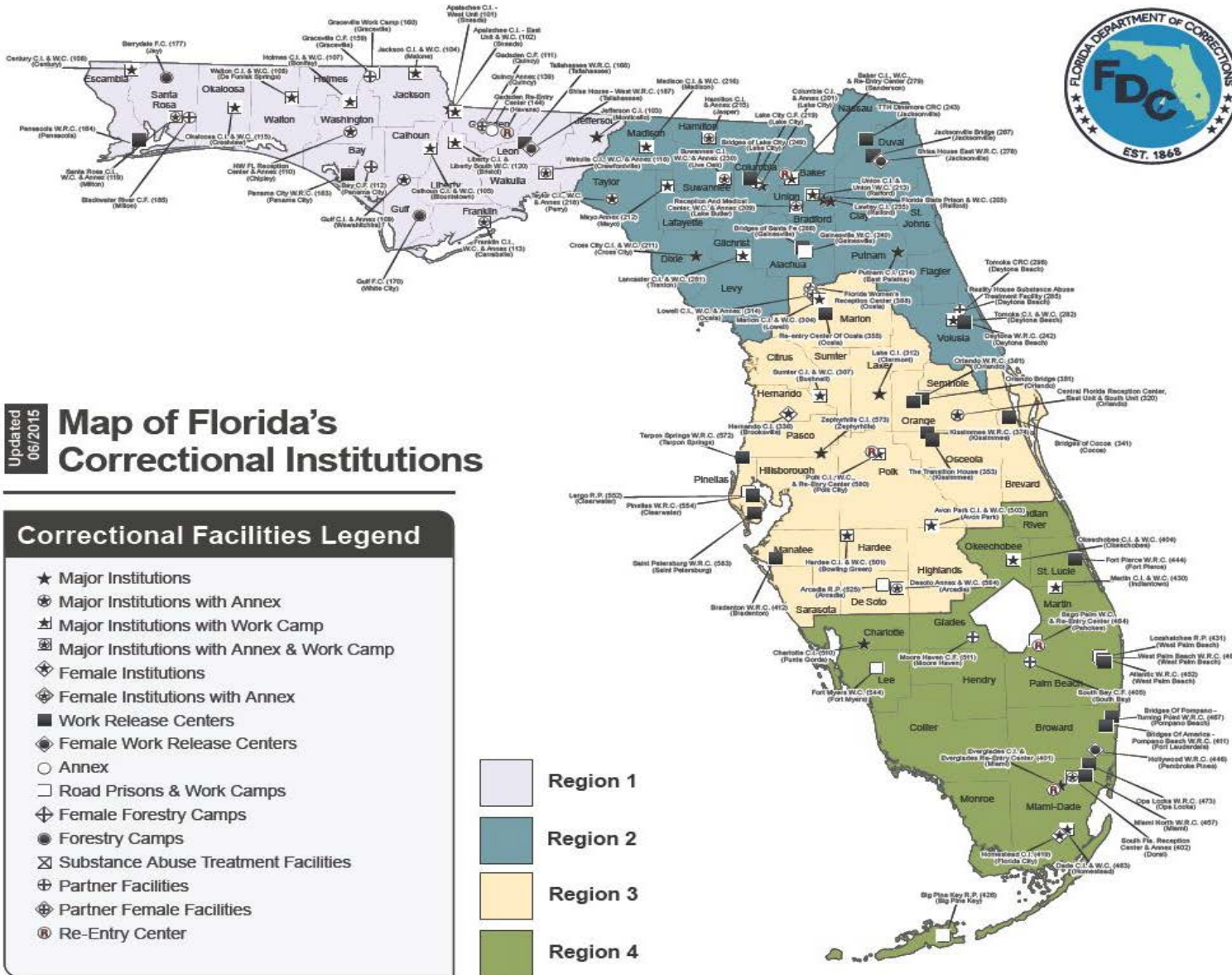
The form of the guarantee shall be a bond, cashier's check, or money order made payable to the Department. The guarantee shall be furnished to the Contract Manager within 30 days after execution of the Contract which may result from this ITN. No payments shall be made to the Vendor until the guarantee is in place and approved by the Department in writing. Upon renewal of the Contract, the Vendor shall provide proof that the performance guarantee has been renewed for the term of the Contract renewal.

Based upon Vendor performance after the initial year of the Contract, the Department may, at the Department's sole discretion, reduce the amount of the bond for any single year of the Contract or for the remaining Contract period, including the renewal.

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# ATTACHMENT I- MAP OF REGIONS AND CORRESPONDING FACILITIES

FDC ITN-17-122



Updated 06/2015  
**Map of Florida's Correctional Institutions**

### Correctional Facilities Legend

- ★ Major Institutions
- ⊕ Major Institutions with Annex
- ⊗ Major Institutions with Work Camp
- ⊗ Major Institutions with Annex & Work Camp
- ◆ Female Institutions
- ◆ Female Institutions with Annex
- Work Release Centers
- ◆ Female Work Release Centers
- Annex
- Road Prisons & Work Camps
- ⊕ Female Forestry Camps
- Forestry Camps
- ⊗ Substance Abuse Treatment Facilities
- ⊕ Partner Facilities
- ◆ Partner Female Facilities
- ⊕ Re-Entry Center



**ATTACHMENT II – FACILITY LOCATIONS AND EQUIPMENT LIST  
FDC ITN-17-122**

Region	Institution	Address	Inmate Phones			Coin Phones		Recording/ Monitoring Equipment	Current Contractor Work Station*
			Station Phones	Cordless Phones	TDD/TTY Equipment	Inmate Use	Public Use**		
NA	Central Office - Contract Management and Monitoring, Security Treat Group, Classification & IG's Office	501 South Calhoun Street Tallahassee, FL 32399	0	0	1	0	0	1	0
NA	IG's Tallahassee Field Office	1126 E. Park Avenue Tallahassee, Florida 32301	0	0	0	0	0	1	0
NA	IG's Gainesville Field Office	14107 NW Highway 441, Suite 300 Alachua, FL 32615	0	0	0	0	0	1	0
NA	IG's Orlando Field Office	19225 US Highway 27 Clermont, Fl. 34715	0	0	0	0	0	1	0
NA	IG's Ft. Lauderdale Field Office	20421 Sheridan Street Pembroke Pines, FL 33029	0	0	0	0	0	1	0
NA	IG's Tampa Field Office	2739 Gall Boulevard Zephyrhills, FL 33541-9701	0	0	0	0	0	1	0
I	APALACHEE CI - WEST	52 West Unit Drive Sneads, FL 32460-4165	25	1	0	0	1	1	1
I	APALACHEE CI - EAST	35 Apalachee Drive Sneads, FL 32460-4166	32	1	0	0	1	1	1
I	CALHOUN CI	19562 SE Institution Drive Blountstown, FL 32424	40	1	0	0	1	1	1
I	Calhoun Work Camp	19564 SE Institution Drive Blountstown, FL 32424-5156	8	0	0	0	0	1	0
I	CENTURY CI	400 Tedder Road Century, FL 32535	44	0	1	0	1	1	1
I	Century Work Camp	400 Tedder Road Century, FL 32535-3659	15	0	0	0	0	1	0

Region	Institution	Address	Inmate Phones			Coin Phones		Recording/ Monitoring Equipment	Current Contractor Work Station*
			Station Phones	Cordless Phones	TDD/TTY Equipment	Inmate Use	Public Use**		
I	Berrydale Forestry Camp	6920 Highway 4 Jay, FL 32565-2204	11	0	0	0	0	1	1
I	Pensacola CRC	3050 North "L" Street Pensacola, FL 32501	0	0	0	2	0	1	0
I	FRANKLIN CI	1760 Highway 67 North Carrabelle, FL 32322	49	0	0	0	1	1	1
I	Franklin Work Camp	1760 Highway 67 North Carrabelle, FL 32322	12	0	0	0	0	1	0
I	Gadsden Re-Entry Center	540 Opportunity Lane Havana, Florida 32333	18	0	0	0	0	1	1
I	GULF CI	500 Ike Steele Road Wewahitchka, FL 32465-0010	46	0	0	0	0	1	1
I	Gulf Annex	699 Ike Steele Road Wewahitchka, FL 32465-0010	38	0	0	0	0	1	0
I	Gulf Forestry Camp	3222 DOC Whitfield Road White City, FL 32465	10	0	0	0	0	1	0
I	HOLMES CI	3142 Thomas Drive Bonifay, FL 32425-0190	33	0	1	0	1	1	1
I	Holmes Work Camp	3182 Thomas Drive Bonifay, FL 32425-4238	8	0	0	0	0	1	0
I	JACKSON CI	5563 10th Street Malone, FL 32445-3144	43	1	0	0	2	1	1
I	Jackson Work Camp	5607 10th Street Malone, FL 32445-9998	9	0	0	0	0	1	0
I	Graceville Work Camp	5168 Ezell Road Graceville, FL 32440	9	0	1	0	1	1	1
I	JEFFERSON CI	1050 Big Joe Road Monticello, FL 32344-0430	38	0	2	0	0	1	1

Region	Institution	Address	Inmate Phones			Coin Phones		Recording/ Monitoring Equipment	Current Contractor Work Station*
			Station Phones	Cordless Phones	TDD/TTY Equipment	Inmate Use	Public Use**		
I	LIBERTY CI	11064 N.W. Dempsey Barron Road Bristol, FL 32321-9711	40	0	1	0	1	1	
I	Liberty South Work Camp	11065 N.W. Dempsey Barron Road Bristol, FL 32321-0711	12	0	0	0	0	1	
I	Quincy Annex	2225 Pat Thomas Parkway Quincy, FL 32351	12	0	0	0	1	1	
I	Northwest Florida Reception Center	4455 Sam Mitchell Drive Chipley, FL 32428-3597	36	1	0	0	0	1	
I	Northwest Florida Reception Center Annex	4455 Sam Mitchell Drive Chipley, FL 32428-3597	67	2	1	0	0	1	
I	Panama City CRC	3609 Highway 390 Panama City, FL 32405	0	0	0	4	0	0	
I	OKALOOSA CI	3189 Colonel Greg Malloy Road Crestview, FL 32539-6708	22	1	1	0	1	1	
I	Okaloosa Work Camp	3189 Colonel Greg Malloy Road Crestview, FL 32539-6708	10	0	1	0	0	1	
I	SANTA ROSA CI	5850 East Milton Road Milton, FL 32583	40	5	1	0	1	1	
I	Santa Rosa Annex	5850 East Milton Road Milton, FL 32583-7914	68	4	1	0	0	1	
I	Santa Rosa WC	5850 East Milton Road Milton, FL 32583	12	0	0	0	0	1	
I	WAKULLA CI	110 Melaleuca Drive Crawfordville, FL 32327	40	0	0	0	1	1	
I	Wakulla Annex	110 Melaleuca Drive Crawfordville, FL 32327	57	0	1	0	0	1	
I	Wakulla Work Camp	110 Melaleuca Drive Crawfordville, FL 32327-4963	12	0	0	0	0	1	

Region	Institution	Address	Inmate Phones			Coin Phones		Recording/ Monitoring Equipment	Current Contractor Work Station*
			Station Phones	Cordless Phones	TDD/TTY Equipment	Inmate Use	Public Use**		
I	Tallahassee CRC	2616A Springhill Road Tallahassee, FL 32310	0	1	0	1	0	0	0
I	WALTON CI	691 Institution Road DeFuniak Springs, FL 32433-1831	34	1	0	0	1	1	1
I	Walton Work Camp	301 Institution Road DeFuniak Springs, FL 32433-1838	8	0	0	0	0	1	0
II	BAKER CI	20706 US 90 Sanderson, FL 32087-0500	27	0	1	0	1	1	1
II	Baker Work Camp	20706 US 90 Sanderson, FL 32087-0500	8	0	0	0	0	1	0
II	Baker Re-Entry	17128 US HIGHWAY 90 SANDERSON, FL 32087	12	0	0	0	0	1	0
II	COLUMBIA CI	216 S.E. Corrections Way Lake City, FL 32025	29	1	1	0	1	1	1
II	Columbia Annex	216 SE Corrections Way Lake City, FL 32025	54	0	2	0	0	1	0
II	Columbia WC	216 SE Corrections Way Lake City, FL 32025	9	0	1	0	0	1	0
II	CROSS CITY CI	568 NE 255th Street Cross City, FL 32628-1500	38	1	2	0	1	1	1
II	Cross City East Unit	568 NE 255th Street Cross City, FL 32628-1500	12	0	0	0	0	1	0
II	FLORIDA STATE PRISON	7819 N.W. 228th Street Raiford, FL 32026-1000	8	10	0	0	0	1	1
II	Florida State Prison - West Unit	7819 NW 228th Street Raiford, FL 32026-1000	34	0	2	0	0	1	1
II	Gainesville Work Camp	1000 NE 55th Blvd., State Road 26 East Gainesville, FL 32641-6067	8	0	0	0	1	1	1

Region	Institution	Address	Inmate Phones			Coin Phones		Recording/ Monitoring Equipment	Current Contractor Work Station*
			Station Phones	Cordless Phones	TDD/TTY Equipment	Inmate Use	Public Use**		
II	HAMILTON CI	10650 SW 46th Street Jasper, FL 32052-1360	30	0	1	0	3	1	1
II	Hamilton Annex	10651 SW 46th Street Jasper, FL 32052-1360	39	0	0	0	0	1	0
II	Hamilton WC	10651 SW 46th Street Jasper, FL 32052-1360	8	0	1	0	0	1	0
II	LANCASTER CI	3449 S.W. State Road 26 Trenton, FL 32693	22	1	0	0	2	1	1
II	Lancaster Work Camp	3449 S.W. State Road 26 Trenton, FL 32693-5641	8	0	0	0	0	1	0
II	LAWTEY CI	22298 NE County Road 200B Lawtey, FL 32058	24	0	1	0	0	1	1
II	MADISON CI	382 Southwest MCI Way Madison, FL 32340	34	1	2	0	1	1	1
II	Madison Work Camp	382 Southwest MCI Way Madison, FL 32340	8	0	0	0	0	1	0
II	MAYO Annex	8784 US Highway 27 West Mayo, FL 32066-3458	40	1	1	0	0	1	1
II	Mayo Work Camp	8976 US Hwy 27 West Mayo, FL 32066-1805	8	0	0	0	0	1	0
II	New River CI	8000 NW 80 <sup>th</sup> Place Raiford, FL 32083	40	0	1	0	0	1	1
II	Putnam CI	128 Yelvington Road East Palatka, FL 32131	12	0	1	0	1	1	1
II	Reception & Medical Center (RMC) - MAIN	7765 S. CR 231 Lake Butler, FL 32054-0628	40	2	1	0	0	1	1
II	RMC - WEST	8183 SW 152nd Loop Lake Butler, FL 32054-0628	37	0	1	0	0	1	0

Region	Institution	Address	Inmate Phones			Coin Phones		Recording/ Monitoring Equipment	Current Contractor Work Station*
			Station Phones	Cordless Phones	TDD/TTY Equipment	Inmate Use	Public Use**		
II	RMC Work Camp	P.O. Box 628 Lake Butler, FL 32054	12	0	0	0	0	1	0
II	Suwannee CI	5964 U.S. Highway 90 Live Oak, FL 32060	58	4	2	0	0	1	1
II	Suwannee Annex	5964 U.S. Highway 90 Oak, FL 32060	50	0	1	0	0	1	0
II	Suwannee Work Camp	5964 U.S. Highway 90 Oak, FL 32060	12	0	0	0	0	1	0
II	TAYLOR CI	8501 Hampton Springs Road Perry, FL 32348	43	0	2	0	1	1	1
II	Taylor Annex	8501 Hampton Springs Road Perry, FL 32348	38	0	1	0	0	1	0
II	Taylor Work Camp	8501 Hampton Springs Road Perry, FL 32348-0000	12	0	1	0	0	1	0
II	TOMOKA CI	3950 Tiger Bay Road Daytona Beach, FL 32124-1098	39	0	4	0	1	1	1
II	Tomoka Work Camp	3950 Tiger Bay Road Daytona Beach, FL 32124-1098	8	0	0	0	0	1	0
II	UNION CI	HWY 16 NW of Starke (7819 NW 228 <sup>th</sup> Street) Raiford, FL 32083	41	14	12	0	0	1	1
II	Union Work Camp	S.R. 16 West (7819 N.W. 16 West) Raiford, Florida 32083	12	0	0	0	0	1	0
III	AVON PARK CI	8100 Highway 64 East Avon Park, FL 33826	30	0	0	0	0	1	1
III	Avon Park Work Camp	8100 Highway 64 East Avon Park, FL 33826	12	0	0	0	0	1	0

Region	Institution	Address	Inmate Phones			Coin Phones		Recording/ Monitoring Equipment	Current Contractor Work Station*
			Station Phones	Cordless Phones	TDD/TTY Equipment	Inmate Use	Public Use**		
III	Central Florida Reception Center (CFRC) - MAIN	7000 H.C. Kelley Rd. Orlando, FL 32831-2518	47	2	1	0	3	1	1
III	CFRC - East	7000 H.C. Kelley Rd. Orlando, FL 32831-2518	40	0	0	0	0	1	0
III	CRFC - South	7000 H.C. Kelley Rd. Orlando, FL 32831-2518	4	0	0	0	0	1	0
III	Kissimmee CRC	2925 Michigan Avenue Kissimmee, FL 32744	0	0	0	12	0	0	0
III	Orlando CRC	7300 Laurel Hill Road Orlando, FL 32818	0	0	0	6	0	0	0
III	DESOTO ANNEX	13617 S.E. Highway 70 Arcadia, FL 34266	44	0	0	0	2	1	1
III	DeSoto Work Camp	13617 SE Highway 70 Arcadia, FL 34266-7800	8	0	0	0	0	1	0
III	Arcadia Road Prison	2961 N.W. County Road 661 Arcadia, FL 34266-8203	6	0	0	0	0	1	0
III	HARDEE CI	6901 State Road 62 Bowling Green FL 33834-9505	51	0	1	0	2	1	1
III	Hardee Work Camp	6899 State Road 62 Bowling Green, FL 33834-9505	8	0	1	0	0	1	0
III	HERNANDO CI	16415 Springhill Drive Brooksville, FL 34604-8167	14	0	0	0	1	1	1
III	LAKE CI	19225 U.S. Highway 27 Clermont, FL 34711-9025	32	1	2	0	1	1	1
III	POLK CI	10800 Evans Road Polk City, FL 33868-6925	34	0	1	0	2	1	1

Region	Institution	Address	Inmate Phones			Coin Phones		Recording/ Monitoring Equipment	Current Contractor Work Station*
			Station Phones	Cordless Phones	TDD/TTY Equipment	Inmate Use	Public Use**		
III	Polk Work Camp	10800 Evans Road Polk City, FL 33868-6925	10	0	0	0	0	1	0
III	Pinellas CRC	5205 Ulmerton Road Clearwater, FL 33760-4002	0	0	0	1	0	0	0
III	St. Petersburg CRC	4237 8th Avenue South St. Petersburg, FL 33711-2000	0	0	0	1	0	0	0
III	Largo Road Prison	5201 Ulmerton Road Clearwater, FL 33760	4	0	0	0	0	1	0
III	LOWELL CI	11120 NW Gainesville Rd Ocala, FL 34482-1479	35	0	0	0	1	1	1
III	Lowell Annex	11120 NW Gainesville Rd Ocala, FL 34482	39	2	1	0	0	1	0
III	Florida Women's Reception Center	3700 NW 111th Place Ocala, Florida 34482	52	0	4	0	0	1	1
III	Lowell Work Camp	11120 NW Gainesville Rd Ocala, FL 34482	11	0	0	0	0	1	0
III	MARION CI	3269 NW 105th Street Lowell, FL 32663-0158	29	0	1	0	2	1	1
III	Marion Work Camp	3269 NW 105th Street Lowell, FL 32663-0159	14	0	1	0	0	1	0
III	Sumter CI	9544 County Road 476B Bushnell, FL 33513-0667	39	2	1	0	2	1	1
III	Sumter Boot Camp	9544 County Road 476B Bushnell, FL 33513-0667	2	0	0	0	0	1	0
III	Sumter Work Camp	9544 County Road 476B Bushnell, FL 33513-0667	8	0	0	0	0	1	0
III	ZEPHYRHILLS	2739 Gall Boulevard Zephyrhills, FL 33541-9701	23	1	2	0	1	1	1



Region	Institution	Address	Inmate Phones			Coin Phones		Recording/ Monitoring Equipment	Current Contractor Work Station*
			Station Phones	Cordless Phones	TDD/TTY Equipment	Inmate Use	Public Use**		
IV	CHARLOTTE CI	33123 Oil Well Road Punta Gorda, FL 33955	44	3	1	0	1	1	1
IV	DADE CI	19000 S.W. 377th Street Florida City, FL 33034-6409	56	0	1	0	3	1	1
IV	Big Pine Key Road Prison	P.O. Box 430509, 450 Key Deer Blvd. Big Pine Key, FL 33043-0509	4	0	0	0	0	1	0
IV	EVERGLADES CI	1599 S.W. 187TH AVENUE MIAMI, FL 33194-0000	60	0	2	0	1	1	1
IV	Everglades Re-Entry	1599 S.W. 187TH AVENUE MIAMI, FL 33194-0000	13	0	1	0	0	1	0
IV	Sago Palm Work Camp	15500 Bay Bottom Rd Pahokee, FL 33476	16	0	2	0	1	1	1
IV	Atlantic CRC	263 Fairgrounds Road West Palm Beach, FL 33411	0	0	0	1	0	0	0
IV	Loxahatchee Road Prison	230 Sunshine Road West Palm Beach, FL 33411-3616	10	0	0	0	0	1	0
IV	West Palm Beach CRC	261 West Fairgrounds Road West Palm Beach, FL 33411	0	0	0	1	0	0	0
IV	Ft. Myers Work Camp	2575 Ortiz Ave. Fort Myers, FL 33905	5	0	0	0	0	1	0
IV	HOMESTEAD CI	19000 S.W. 377th Street Florida City, FL 33034-6409	23	0	0	0	0	1	1
IV	MARTIN CI	1150 SW Allapattah Road Indiantown, FL 34956	49	1	0	0	0	1	1
IV	Martin Work Camp	100 SW Allapattah Road Indiantown, FL 34956	8	1	0	0	0	1	0

Region	Institution	Address	Inmate Phones			Coin Phones		Recording/ Monitoring Equipment	Current Contractor Work Station*
			Station Phones	Cordless Phones	TDD/TTY Equipment	Inmate Use	Public Use**		
IV	Fort Pierce CRC	1203 Bell Avenue Ft. Pierce, FL 34982	0	0	0	9	0	0	0
IV	OKEECHOBEE CI	3420 N.E. 168th Street Okeechobee, FL 34972	40	1	0	0	1	1	1
IV	Okeechobee WC	3420 N.E. 168th Street Okeechobee, FL 34972	13	0	0	0	0	1	0
IV	South Florida Reception Center (SFRC)	14000 NW 41st Street Miami, FL 33178	55	0	0	0	3	1	1
IV	SFRC – South Unit	13910 NW 41st Street Doral, FL 33178-3014	27	0	0	0	0	1	0
IV	Hollywood CRC	8501 W. Cypress Drive Pembroke Pines, FL 33025	0	0	0	6	0	0	0
IV	Miami North CRC	7090 Northwest 41st Street Miami, FL 33166	0	0	0	11	0	0	0
IV	Opa Locka CRC	5400 Northwest 135th Street Opa Locka, FL 33054	0	0	0	4	0	0	0

\* Contractor Work Station consists of the following equipment: CPU, Monitor, Keyboard, Mouse, Speakers and Printer.

Rev. 08/18/2016

\*\* Unless otherwise authorized by the Warden at the specified institution.

NOTE: The Department requires all equipment to be NEW.

**ATTACHMENT III  
PRICE INFORMATION SHEET  
FDC ITN-17-122**

The Vendor shall provide their proposed blended per minute telephone rates in the tables below.

**\*NOTE: Per Minute Telephone Rates for family and friends shall not exceed \$0.13 cents per minute and be inclusive of any other fees, including surcharges and connection fees.**

INITIAL TERM (Five Year Period)	TOTAL
Per Minute Telephone Rate for all Calls*	Price Per Minute \$_____ (A)

RENEWAL TERM (Up To Five Year Renewal Period)	TOTAL
Per Minute Telephone Rate for all Calls*	Price Per Minute \$_____ (B)

GRAND TOTAL (SUM OF A AND B)	\$_____
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\_\_\_\_\_  
VENDOR NAME

\_\_\_\_\_  
FEIN#

\_\_\_\_\_  
PRINTED NAME OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE

**ATTACHMENT IV – PASS/FAIL REQUIREMENT CERTIFICATION  
AND NON-COLLUSION CERTIFICATION  
FDC ITN-17-122**

**1. Business/Corporate Experience**

This is to certify that the Vendor has at least three years' experience within the last five years in providing telecommunication services in a correctional or security/law enforcement setting. The Department understands that, due to the size and complexity of the inmate telecommunication services, the service solution may require partnerships, joint ventures, and/or subcontracting between two or more companies, and therefore will consider the combined experience and qualifications of any such partnerships meeting these requirements. To ensure the responding entity is qualified to serve inmate populations in prison settings, the vendor(s), whether responding independently, as a partnership, as a joint venture, or with a Reply that proposes utilization of subcontractor(s), must collectively have at least five total years of business/corporate experience with appropriately experienced management and at least three total years of business/corporate experience within the last five years, providing telecommunication services in a correctional setting, preferably to an inmate population of at least 5,000 inmates.

**2. Prime Vendor**

This is to certify that the Vendor will act as the prime Vendor to the Department for all services provided under the Contract that results from this ITN.

**3. Performance Bond**

This is to certify that the Vendor is able to demonstrate their ability to meet the performance bond requirements. prior to execution of a Contract, the Vendor will deliver to the Department a performance bond or irrevocable letter of credit in the amount equal to the lesser of \$1,000,000.00 or the average annual price of the Contract (averaged from the initial five year Contract term pricing). The bond or letter of credit will be used to guarantee at least satisfactory performance by Vendor throughout the term of the Contract (including renewal years).

**4. Reply Bond**

This is to certify that the Vendor will deliver to the Department a Reply bond or check in the amount of \$1,000,000.00. The bond ensures against a Vendor's withdrawal from competition subsequent to their submission of a Reply.

**5. Meets Legal Requirements**

This is to certify that the Vendor's proposed offering and all services provided under the Contract will be compliant with all laws, rules and other authority applicable to providing the services including, but not limited to, Florida's Open Government laws (Article I, Section 24, Florida Constitution, Chapter 119, F.S.).

**6. Data Generated**

All data generated, used or stored by Vendor pursuant to the prospective Contract state will reside and remain in the Unites states and will not transferred outside of the United States.

**7. Services Performed**

All services provided to the State of Florida under the prospective Contract, including call center or other help services, will be performed by persons located in the United States.

**8. Financial Stability**

This is to certify that the Vendor attests to its positive financial standing and that the Vendor's current Dun & Bradstreet (D&B) Financial Stress Score has a Financial Stress Class of 1, 2, 3 or 4.

**9. Statement of No Inducement**

This is to certify that no attempt has been made or will be made by the Vendor to induce any other person or firm to submit or not to submit a Reply with regard to this ITN. Furthermore this is to certify that the Reply contained herein is submitted in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other non-competitive Reply.

**10. Statement of Non-Disclosure**

This is to certify that neither the price(s) contained in this Reply, nor the approximate amount of this Reply have been disclosed prior to award, directly or indirectly, to any other Vendor or to any competitor.

**11. Statement of Non-Collusion**

This is to certify that the prices and amounts in this Reply have been arrived at independently, without consultation, communications, or agreement as to any matter relating to such prices with any other Vendor or with any competitor and not for the purpose of restricting competition.

Dated \_\_\_\_\_ day of \_\_\_\_\_ 2016.

Name of Organization: \_\_\_\_\_

Signed by: \_\_\_\_\_

Print \_\_\_\_\_

Being duly sworn deposes and says that the information herein is true and sufficiently complete

Subscribed and sworn \_\_\_\_\_ day of \_\_\_\_\_ 2016.

Personally \_\_\_\_\_ OR Produced \_\_\_\_\_ Type of Identification \_\_\_\_\_

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**ATTACHMENT V – VENDOR’S REFERENCE FORM**

**FDC ITN-17-122**

In the spaces provided below, the Respondent shall list all names under which it has operated during the past five years.

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On the following pages, the Respondent shall provide the information indicated for three separate and verifiable references. The references listed must be for businesses or government agencies for whom the Respondent has provided services of similar scope and size to the services identified in the ITN. The same reference may not be listed for more than one organization and confidential references shall not be included. In the event the Respondent has had a name change since the time work was performed for a listed reference, the name under which the Respondent operated at that time must be provided in the space provided for Respondent’s Name.

References that are listed as subcontractors in the response will not be accepted as references under this solicitation. Additionally, References shall pertain to current and ongoing services or those that were completed prior to July 1, 2016. References shall not be given by:

- Persons employed by the Department within the past three years.
- Persons currently or formerly employed or supervised by the Respondent or its affiliates.
- Board members within the Respondent’s organization.
- Relatives of any of the above.

The Department will attempt to contact the three references provided by the Respondent to complete the Evaluation Questionnaire for references. The total number of references contacted to complete an Evaluation Questionnaire for Past Performance for any response will be three.

References should be available for contact during normal business hours, 9:00 a.m. – 5:00 p.m., Eastern Time. The Department will attempt to contact each reference by telephone up to three times. The Department will not correct incorrectly supplied information.

**Additionally, the Department reserves the right to contact references other than those identified by the Respondent to obtain additional information regarding past performance.**

**ATTACHMENT V – VENDOR’S REFERENCE FORM**

**Respondent’s Name:** \_\_\_\_\_

**Reference’s Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Primary Contact Person:** \_\_\_\_\_

**Alternate Contact Person:** \_\_\_\_\_

**Primary Phone Number:** \_\_\_\_\_

**Alternate Phone Number:** \_\_\_\_\_

**Contract Performance Period:** \_\_\_\_\_

**Location of Services:** \_\_\_\_\_

**Brief description of the services performed for this reference:**

**ATTACHMENT V – VENDOR’S REFERENCE FORM**

**Respondent’s Name:** \_\_\_\_\_

**Reference’s Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Primary Contact Person:** \_\_\_\_\_ **Alternate Contact Person:** \_\_\_\_\_

**Primary Phone Number:** \_\_\_\_\_ **Alternate Phone Number:** \_\_\_\_\_

**Contract Performance Period:** \_\_\_\_\_

**Location of Services:** \_\_\_\_\_

**Brief description of the services performed for this reference**



**ATTACHMENT V – VENDOR’S REFERENCE FORM**

**Respondent’s Name:** \_\_\_\_\_

**Reference’s Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Primary Contact Person:** \_\_\_\_\_ **Alternate Contact Person:** \_\_\_\_\_

**Primary Phone Number:** \_\_\_\_\_ **Alternate Phone Number:** \_\_\_\_\_

**Contract Performance Period:** \_\_\_\_\_

**Location of Services:** \_\_\_\_\_

**Brief description of the services performed for this reference**

## ATTACHMENT V – VENDOR’S REFERENCE FORM

**Respondent’s Name:** \_\_\_\_\_

**Reference’s Name:** \_\_\_\_\_

**Primary Contact Person:** \_\_\_\_\_ **Alternate Contact Person:** \_\_\_\_\_

**Primary Phone Number:** \_\_\_\_\_ **Alternate Phone Number:** \_\_\_\_\_

The following questions will be asked of three (3) references.

1. Briefly describe the services the vendor performed for your organization:
2. How would you rate the contract implementation with this vendor? Excellent, Good, Acceptable, Fair, Poor
3. Did the vendor consistently meet all of its performance/milestone deadlines?
4. Did the vendor submit reports and invoices that were timely and accurate?
5. Did you impose sanctions, penalties, liquidated damages, or financial consequences on the vendor during the last 12 months?
6. How would you rate the vendor’s key staff and their ability to work with your organization? Excellent, Good, Acceptable, Fair, Poor
7. Did you ever request dismissal of any key staff?
8. Did the vendor’s project/contract manager effectively manage the contract?
9. How would you rate the vendor’s customer service? Excellent, Good, Acceptable, Fair, Poor
10. Was the vendor’s staff knowledgeable about the contract requirements and scope of services?
11. Did the vendor work cooperatively with the organization during the course of the contract?
12. Would you contract with this vendor again?

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**ATTACHMENT VII- RESPONDENT'S CONTACT INFORMATION  
FDC ITN-17-122**

The Respondent shall identify the contact information as described below.

**For solicitation purposes, the Respondent's contact person shall be:**

**For contractual purposes, should the Respondent be awarded, the contact person shall be:**

Name: \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

\_\_\_\_\_

Fax: \_\_\_\_\_

\_\_\_\_\_

Email: \_\_\_\_\_

\_\_\_\_\_

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**ATTACHMENT VIII – CERTIFICATION OF DRUG FREE WORKPLACE PROGRAM  
FDC ITN-17-122**

Section 287.087, Florida Statutes provides that, where identical tie bids are received, preference shall be given to a bid received from a Vendor that certifies it has implemented a drug-free workforce program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or Contractual services that are under response a copy of the statement specified in Subsection (1).
4. In the statement specified in Subsection (1), notify the employees that, as a condition of working on the commodities or Contractual services that are under response, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 894, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on any employee who is so convicted or require the satisfactory participation in a drug abuse assistance or rehabilitation program as such is available in the employee's community.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of applicable laws, rules and regulations.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

**Company Name:** \_\_\_\_\_

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**VENDOR'S SIGNATURE**

(Form revised 11/10/15)

**ATTACHMENT IX - NOTICE OF CONFLICT OF INTEREST  
FDC ITN-17-122**

**Organization Responding to Solicitation:** \_\_\_\_\_

**Solicitation Number: FDC ITN-17-122**

For the purpose of participating in this solicitation process and complying with the provisions of chapter 112, of the Florida Statutes, the undersigned corporate officer hereby discloses the following information to the Department of Management Services:

1. Identify all corporate officers, directors or agents of the Respondent who are currently employees of the State of Florida or one of its agencies, were employees of the State of Florida or one of its agencies in within the last two years, or are currently a spouse, parent or sibling such of an employee of the State of Florida or one of its agencies:  
  
\_\_\_\_\_

2. For all persons identified in section 1 above, please identify if they own an interest of ten percent (10%) or more in the company/entity named above:  
  
\_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

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

Organization: \_\_\_\_\_

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## ATTACHMENT X – SECURITY REQUIREMENTS FOR CONTRACTORS

### FDC ITN-17-122

- (1) Per Section 944.47, Florida Statutes (F.S.) it is unlawful to introduce into or upon the grounds of any state correctional institution, or to take or attempt to take or send or attempt to send any of the following items, which are considered, unless authorized by the officer-in-charge of the correctional institution.
- Any written or recorded communication to any inmate of any state correctional institution.
  - Any currency or coin given or transmitted, or intended to be given or transmitted to any inmate of any state correctional institution.
  - Any article of food or clothing given or transmitted, or intended to be given or transmitted, to any inmate of any state correctional institution.
  - Any intoxicating beverage or beverage which causes, or may cause, an intoxicating effect.
  - Any controlled substance or any prescription or nonprescription drug having a hypnotic, stimulating, or depressing effect.
  - Any firearm or weapon of any kind or any explosive substance, including any weapons left in vehicles on the grounds of a state correctional institution).

A person, who violates any provision of Section 944.47, F.S., as it pertains to an article of contraband, is guilty of a felony.

- (2) Do not leave keys in the ignition of motor vehicles. All vehicles must be locked and windows rolled up when parked on state property. Wheel locking devices may also be required.
- (3) All keys must be kept in pockets at all times.
- (4) Confirm with the Institutional Warden where construction vehicles should be parked.
- (5) Obtain formal identification (driver's license or non-driver's license identification obtained from the Florida Department of Highway Safety and Motor Vehicles or equivalent agency in another state), that must be presented each time Contractor staff enter or depart the Institution and as requested by Department staff.
- (6) Absolutely no transactions between Contract personnel and inmates are permitted. This includes, but is not limited to, giving or receiving cigarettes, stamps, or letters.
- (7) No communication with inmates, verbal or otherwise, is permitted without the authorization of the Institution's Officer-in-Charge (OIC).
- (8) Strict tool control will be enforced at all times. Tools within the Correctional Institution are classified as AA, A, or B. Class AA tools are defined as any tool that can be utilized to cut chain link fence fiber or razor wire in a rapid and effective manner. Class A tools are defined as those tools which, in their present form, are most likely to be used in an escape or to do bodily harm to staff or inmates. Class B tools are defined as tools of a less hazardous nature. Every tool is to be geographically controlled and accounted for at all times. At the end of the workday, toolboxes will be removed from the compound or to a secure area as directed by the Department's security staff. The Contractor

must maintain two copies of the correct inventory with each tool box, one copy will be used and retained by the Department's security staff, who will search and ensure a proper inventory of tools each time the tool box is brought into the Institution, the other copy will remain with the tool box at all times. Tools should be kept to a minimum (only those tools necessary to complete the job). All lost tools must be reported to the Institution's Chief of Security (Colonel or Major) **immediately**. No inmate will be allowed to leave the area until the lost tool is recovered.

- (9) Approval must be obtained from the Institution's Chief of Security prior to bringing any powder-activated tools into the Institution. Strict accountability of all powder loads and spent cartridges must be maintained at all times.
- (10) All persons and deliveries to be on Department property will enter and exit by only one designated route, to be determined by the Department, and subject to security checks at any time. As the security check of vehicles is an intensive and time consuming (10-15 minutes) process, the Contractor should minimize the number of deliveries.
- (11) Establish materials storage and working areas with the Institution's Warden and/or Chief of Security.
- (12) Control end-of-day construction materials and debris. Construction materials and debris can be used by inmates as weapons or as a means of escape. Construction material will be stored in locations agreed to by Department security staff and debris will be removed or moved to a designated location. Contractor should arrange for the Department's security staff to inspect the project area before construction personnel leave. This will aid the Contractor in assuring that necessary security measures are taken.
- (13) Coordinate with the Institution's Warden and Chief of Security regarding any shutdown of existing systems (gas, water, electricity, electronics, sewage, etc.). Institutional approval is required **prior** to shutting down any existing utility system. The Contractor should arrange for alternative service, if required, and expeditious re-establishment of the shutdown system.
- (14) All Contractor staff and equipment will maintain a minimum distance of 100 feet from all perimeter fencing, unless expressly authorized by the Institution's Warden.
- (15) For security purposes, a background check will be made upon all Contractor staff that provide services on the project. **The Department, represented by the Institution's Warden, reserves the right to reject any person whom it determines may be a threat to the security of the institution.**

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**ADDENDUM #001**

**Solicitation Number:** FDC ITN-17-122

**Solicitation Title:** Inmate Telecommunications Services

**Opening Date/Time:** **February 2, 2017** ~~January 10, 2017~~ at 2:00 p.m. (Eastern Time)

**Addendum Number:** 001

**Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.**

**Please be advised that the changes below are applicable to the original specifications of the above referenced solicitation.** Added or new language to the ITN is highlighted in **yellow**, while deleted language has been struck.

**Change No. 1**  
Change to Timeline.

**REVISED**  
**TIMELINE**  
**FDC ITN-17-122**

<b>EVENT</b>	<b>DUE DATE</b>	<b>LOCATION</b>
Release of ITN	November 2, 2016	Vendor Bid System (VBS): <a href="http://vbs.dms.state.fl.us/vbs/main_menu">http://vbs.dms.state.fl.us/vbs/main_menu</a>
<b>Non-Mandatory</b> Pre-Bid Conference and Site Visits	November 14-16, 2016	See Section 4.16 for a complete listing of these <b><u>non-mandatory</u></b> site visits.
Questions Due	November 29, 2016 Prior to 5:00 p.m., Eastern Time	Submit to: Florida Department of Corrections Bureau of Procurement Email: <a href="mailto:purchasing@fdc.myflorida.com">purchasing@fdc.myflorida.com</a> (reference solicitation number in subject line)
Anticipated Posting of Answers to Submitted Questions	<b>January 9, 2017</b> <del>December 28, 2016</del>	Vendor Bid System (VBS): <a href="http://vbs.dms.state.fl.us/vbs/main_menu">http://vbs.dms.state.fl.us/vbs/main_menu</a>
Sealed Replies Due and Opened	<b>February 2, 2017</b> <del>January 10, 2017</del> at 2:00 p.m., Eastern Time	Florida Department of Corrections Bureau of Procurement 501 South Calhoun Street Tallahassee, Florida 32399

Evaluation Team Meeting	February 14, 2017 January 18, 2017	Florida Department of Corrections Bureau of Procurement 501 South Calhoun Street Tallahassee, Florida 32399
Anticipated posting of Respondents initially invited for Negotiations	February 19, 2017	Vendor Bid System (VBS): <a href="http://vbs.dms.state.fl.us/vbs/main_menu">http://vbs.dms.state.fl.us/vbs/main_menu</a>
Anticipated Negotiations	March - April, 2017 March, 2017	Florida Department of Corrections Bureau of Procurement 501 South Calhoun Street Tallahassee, Florida 32399
Anticipated Posting of Intent to Award	May, 2017 April, 2017	Vendor Bid System (VBS): <a href="http://vbs.dms.state.fl.us/vbs/main_menu">http://vbs.dms.state.fl.us/vbs/main_menu</a>

**Change No. 2**

A change to Section 4.9, Reply Evaluation and Negotiation Process, to remove the following language:

~~The Secretary or designee will approve a Short List of Vendors selected for negotiation taking into consideration the report and recommendation of the Procurement Officer. No scoring by the Secretary or designee will be required in arriving at this selection. The scoring from the Evaluation Phase shall serve as a recommendation only. The Secretary or designee may also make a determination as to whether to deem one or more vendors ineligible for award based on the Procurement Officer's report.~~

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**ADDENDUM #002**

**Solicitation Number:** FDC ITN-17-122

**Solicitation Title:** Inmate Telecommunications Services

**Opening Date/Time:** **February 7, 2017** ~~February 2, 2017~~ at 2:00 p.m. (Eastern Time)

**Addendum Number:** 002

**Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.**

**Please be advised that the changes below are applicable to the original specifications of the above referenced solicitation.** Added or new language to the ITN is highlighted in **yellow**, while deleted language has been struck.

**Change No. 1**  
Change to Timeline.

**REVISED**  
**TIMELINE**  
**FDC ITN-17-122**

<b>EVENT</b>	<b>DUE DATE</b>	<b>LOCATION</b>
Release of ITN	November 2, 2016	Vendor Bid System (VBS): <a href="http://vbs.dms.state.fl.us/vbs/main_menu">http://vbs.dms.state.fl.us/vbs/main_menu</a>
<b>Non-Mandatory</b> Pre-Bid Conference and Site Visits	November 14-16, 2016	See Section 4.16 for a complete listing of these <b><u>non-mandatory</u></b> site visits.
Questions Due	November 29, 2016 Prior to 5:00 p.m., Eastern Time	Submit to: Florida Department of Corrections Bureau of Procurement Email: <a href="mailto:purchasing@fdc.myflorida.com">purchasing@fdc.myflorida.com</a> (reference solicitation number in subject line)
Anticipated Posting of Answers to Submitted Questions	<b>January 17, 2017</b> <del>January 9, 2017</del>	Vendor Bid System (VBS): <a href="http://vbs.dms.state.fl.us/vbs/main_menu">http://vbs.dms.state.fl.us/vbs/main_menu</a>
Sealed Replies Due and Opened	<b>February 7, 2017</b> <del>February 2, 2017</del> at 2:00 p.m., Eastern Time	Florida Department of Corrections Bureau of Procurement 501 South Calhoun Street Tallahassee, Florida 32399

Evaluation Team Meeting	February 14, 2017	Florida Department of Corrections Bureau of Procurement 501 South Calhoun Street Tallahassee, Florida 32399
Anticipated Negotiations	March - April, 2017	Florida Department of Corrections Bureau of Procurement 501 South Calhoun Street Tallahassee, Florida 32399
Anticipated Posting of Intent to Award	May, 2017	Vendor Bid System (VBS): <a href="http://vbs.dms.state.fl.us/vbs/main_menu">http://vbs.dms.state.fl.us/vbs/main_menu</a>

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**ADDENDUM #003**

**Solicitation Number:** FDC ITN-17-122  
**Solicitation Title:** Inmate Telecommunications Services  
**Opening Date/Time:** February 7, 2017 at 2:00 p.m. (Eastern Time)  
**Addendum Number:** 003

**Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.**

**Please be advised that the changes below are applicable to the original specifications of the above referenced solicitation.** Added or new language to the ITN is highlighted in **yellow**, while deleted language has been struck.

This Addendum includes the Department’s answers to written questions received.

This Addendum also includes the following revisions:

**Change No. 1**

Revisions to the numbers for the requirements in Section 3.6.4, System Service Functionality Requirements Service Area.

**3.6.4 System Service Functionality Requirements Service Area**

<b>System Service Functionality Requirements (SF)</b>	
<b>No.</b>	<b>Requirement</b>
<b>SF-01</b>	<p>The Vendor shall propose an inmate telephone system as part of the telecommunication service, with a technology system fully supported by an infrastructure which has the capability to provide specified services such as, secure and real-time monitoring of inmate telephone calls meeting the Department’s system security requirements.</p> <p>In addition, the system shall contain a secure database for transactional call records and provide data feeds to the Department’s official data repository. This shall include redundant system(s) as deemed necessary to accomplish this requirement, and a continuity of operations plan and disaster recovery plan, which will ensure that the system and services will be available without disruption at the required service level.</p> <p>The Department will be responsible for providing a daily “housing file” to the Vendor. This file contains the name and DC number of each active inmate in the system, and each inmate’s location. The Department’s Office of Information Technology (OIT) will determine the type, format, and transmission method of the daily “housing file”. The Department’s OIT will define the specifications of the requested data feed.</p> <p>The system shall have programming setup to automatically accept the Department’s “housing file”, which shall update the Vendor’s telecommunication service on a daily basis to ensure the inmate’s location (i.e., facility) and other identifying information are accurately reported.</p>

<b>System Service Functionality Requirements (SF)</b>	
<b>SF-02</b>	The system shall contain security features, which prevent unauthorized individuals from accessing any information held by the Vendor. Secure access to the systems and databases shall be maintained at all times.
<b>SF-03</b>	The Vendor shall provide complete support of all systems and software necessary to ensure provision of services at all times for the duration of the resulting Contract. In addition, the Vendor shall monitor changes to associated interfaced systems and accommodate changes in their systems as needed to continue operations of the services and systems as specified herein.
<b>SF-04</b>	All technical specifications and system requirements shall meet or exceed industry standards, and shall be in proper working order, clean, and free from defects of features affecting appearance, serviceability, or the safety of the authorized user in normal intended use, unless otherwise required herein.
<b>SF-05</b>	The system shall be restricted to outgoing calls only. The system shall not process incoming calls at any time.
<b>SF-06</b>	The system shall allow for the Department to program times when the system will be operational.
<b>SF-07</b>	The system shall contain an automated announcement function capable of processing calls on a selective bi-lingual basis: English and Spanish. The inmate shall be able to select the preferred language using no more than a two-digit code.
<b>SF-08</b>	During the call set-up process, the system shall provide a pre-recorded announcement, which complies with Code of Federal Regulations, Title 47, Volume 3, Part 64.710, identifying that the collect call is coming from a specific inmate at a Florida Correctional Institution, stating rate and complaint information, and containing a toll free number for the consumer's use. This announcement shall be heard by the answering party. The announcement shall also include the statement: "All communications will be recorded except attorney calls." The Department shall provide prior approval of the announcement.
<b>SF-09</b>	<p>The system shall have the capability to be deactivated (shut down) by Department or Vendor staff, quickly and selectively, at an individual facility, partial facility (single dorm), or on a global basis, and to restrict all PIN access. The system shall be capable of de-activating the PIN feature by individual inmate telephone, groups of telephones, and/or entire facilities, at the Department's option. Regardless of this deactivation, the system shall restrict inmate calls to prepaid collect and normal collect, local and long distance, cellular, and international calls. At no time shall the inmate telephones be unrestricted due to the deactivation of the PIN feature. The Department shall have the ability to immediately deactivate any inmate's telephone account, upon approval of the Warden/Duty Warden, for any of the following reasons:</p> <ul style="list-style-type: none"> <li>• 48-hours prior to any transfer;</li> <li>• 48-hours prior to any outside medical appointment; and/or</li> <li>• 48-hours prior to any outside court appointment.</li> </ul>
<b>SF-10</b>	The systems shall provide the capability to flag any individual telephone number in the inmate's "Approved Number List" as "Do Not Record". The default setting for each telephone number will be to record until flagged by Department personnel to the contrary. The system will have full audit controls that record such changes.

<b>System Service Functionality Requirements (SF)</b>	
<b>SF-011</b>	The system shall provide capability for assigning an inmate's phone access to an individual telephone or group of telephones, so that the inmate's account may only place calls from those designated telephones. These telephones shall still be capable of being used by an inmate whose phone access is not specifically assigned to an individual phone.
<b>SF-012</b>	The Vendor shall ensure the system has a "smart fail-safe" power down service, which is initiated upon alert by the uninterruptible power supply (UPS) that the UPS has switched to battery power due to a commercial main power failure or irregularity. The system and UPS shall maintain all current ongoing telephone calls for up to 10 minutes while blocking any additional call attempts after the event. After 10 minutes, if the UPS has not alerted the system that commercial power has been restored, the system shall power down to a quiescent state that allows it to resume full operation automatically after commercial power is restored. After power restoration, the system shall have a timer to delay for 10 minutes before call processing resumes to preclude unnecessary cycling if the commercial power is unstable.
<b>SF-013</b>	The Vendor shall provide a system that includes a monitoring component capable of being accessed through a dedicated monitoring terminal as specified for facility locations on Attachment II. The monitoring component shall be through a vendor-provided secure internet connection from a desktop, laptop, or remote means by authorized Department personnel who have appropriate security clearance, and has been provided Vendor supplied security codes. The system shall be capable of monitoring calls from both dedicated monitoring terminals and via secure, password protected internet access.
<b>SF-014</b>	The system shall interface with network services provided by local exchange carriers, as well as, inter-exchange carriers. This includes analog and digital facilities (i.e., analog business trunk, DS-1, etc.). The Vendor's Reply shall provide the types of network services to which the system will interface, and the purpose (use of a specific application) of such services for the Department.
<b>SF-015</b>	<p>The Vendor shall provide all software required to support the system.</p> <p>During the entire Contract term, including any renewals, all software shall be the latest general release of the software, including software for all equipment and monitoring terminals utilized in service delivery.</p> <p>Any software necessary for the Department to interface with the system shall be provided at the expense of the Vendor, with no licensing fee to the Department.</p>
<b>SF-016</b>	All software must be compatible with a minimum of a Windows 7 operating system and must operate with Internet Explorer 11.0 at a minimum.

**System Service Functionality Requirements (SF)**

<p align="center"><b>SF-017</b></p>	<p>The Vendor shall provide all required software enhancements/upgrades to the system inclusive of service delivery and installation for the system provided by the Vendor, at no additional cost to the Department.</p> <p>For the purposes of award, no Beta and Field Tested Software will be accepted. Upon Contract execution, the Department may review the request for Beta and Field Tested Software, and will require the approval of the Department's Contract Manager.</p> <p>Prior to any software upgrades or enhancements for the system, the Vendor shall discuss the software benefits with the Department's Contract Manager and Office of Information Technology (OIT) and coordinate implementation of software upgrades/enhancements with the Department.</p>
<p align="center"><b>SF-018</b></p>	<p>The Vendor shall provide a data record of all transactions through the system in a database for monitoring and analyzing of inmate telephone calls. This data is used to alert authorized Department staff of possible trends with inmate calls that could jeopardize the security of inmates, staff, or facilities.</p>
<p align="center"><b>SF-019</b></p>	<p>The Vendor shall be responsible for the generation and creation of a centralized system database. The system shall provide the capability for every call in and out of the system to be recorded with a transaction record that includes, at a minimum, a recording of the telephone call in a .wav or other format acceptable to the Department.</p>
<p align="center"><b>SF-020</b></p>	<p>The Vendor shall maintain the database in such a manner as to allow authorized personnel the capability to review and monitor inmate call data regardless of which Department facility is housing the inmate.</p>
<p align="center"><b>SF-021</b></p>	<p>The database shall contain multiple data fields. At a minimum, the database shall contain all fields required to generate reports, as indicated in Section 3.6.7, and all information required to establish Inmate Phone Access.</p> <p>Final data elements to be collected shall be subject to written approval by the Department.</p>
<p align="center"><b>SF-022</b></p>	<p>The system shall provide the capability for the Department to download reports from the database, through secured internet access, as outlined in Section 3.6.7.</p>
<p align="center"><b>SF-023</b></p>	<p>The Vendor shall provide access to the database through secure methods to be defined by the Department's OIT. The Department shall be able to retrieve defined data on an on-going basis (could be real-time, daily, or other).</p> <p>The Vendor shall provide requested data elements in a format to be determined by the Department's OIT. Data extracts shall be downloadable into various database formats, as needed by the Department. These data sets shall allow the Department to perform further analysis, as needed. The Department's OIT will finalize the methods, processes, and functions with the Vendor.</p>
<p align="center"><b>SF-024</b></p>	<p>The security and confidentiality of data in the system is of critical importance. The Vendor shall recover all inmate telephone data for all locations, to the point of full service operation using a data backup. The Vendor shall perform all service and database back-ups, and archiving. The Vendor shall provide all archival hardware, supplies, network, and recovery procedures that will ensure that no data is lost.</p>



<b>System Service Functionality Requirements (SF)</b>	
<b>SF-025</b>	The database shall have duplicate data storage devices with automated fail-over and automatic re-establishment of the duplicate databases upon replacement of the failed storage device, and shall be equipped with automated fire detection and suppression equipment.
<b>SF-026</b>	<p>The system shall record all data with a historical transaction record, and data shall be stored/archived for retrieval/backup in a database when requested by Department personnel, in accordance with the following:</p> <ul style="list-style-type: none"> <li>• All historical data shall be centrally stored and accessible for reporting purposes;</li> <li>• This information must be available for reporting in a standard transaction file format;</li> <li>• All current and historical data files shall be retained by the Vendor, as specified, for a period of five years after Contract expiration. Call records detail and call recordings shall be available “on-line” for a minimum of 12 months from the date of the call. “Off-line” records shall be in a format readily accessible to the Department upon request; and</li> <li>• This information shall be available at no charge to the Department after termination of the Contract.</li> </ul> <p>All data shall remain the property of the Department, and the Vendor shall not use data for any purpose other than as required in the resulting Contract.</p>
<b>SF-027</b>	<p>The Vendor shall ensure the inmate telephone system will only initiate calls in a “collect call” mode (prepaid or normal collect calls) to land and cellular lines with Billing Number Addresses (BNA) for all inmate telephone calls. The only exception to this requirement will be for calls placed on coin-operated telephones at identified community release centers.</p> <p>It is the responsibility of the Vendor to make the determination based on BNA information provided as whether or not the telephone provider of the family and friends meets the criteria of the Contract before approving their ability to accept calls from an inmate.</p>
<b>SF-028</b>	Inmate telephone system calls shall be processed at a speed of no more than 30 seconds, and “call set-up time” shall not exceed six seconds from completion of dialing to the first ring. The inmate telephone system shall not provide a second dial tone to an inmate telephone without the inmate hanging-up the telephone receiver after the first call is completed.
<b>SF-029</b>	Each call placed through the inmate telephone system shall be electronically identified by the system as being a call originating from a Florida Correctional Institution in 100% of the cases with or without the accompanying inmate PIN.

**System Service Functionality Requirements (SF)**

<p align="center"><b>SF-030</b></p>	<p>The inmate telephone system shall provide the option of either English or Spanish voice messages or prompts, as programmed through a single prompt at the beginning of each call. The default setting for each inmate shall be English until flagged by Department personnel to Spanish. In addition to English and Spanish, the inmate telephone system shall have the ability to provide additional languages for the standard language prompts. The language provided shall be controlled by the inmate's account information. The Vendor shall provide a list of languages available to the Department's Contract Manager, or designee, upon request.</p>
<p align="center"><b>SF-031</b></p>	<p>The Inmate Telephone System shall provide automated notification to an inmate of the call status (i.e., ringing, busy, etc.). This notification may either be in the form of ringing, busy tones, Special Information Tone (SIT), or appropriate recorded messages.</p>
<p align="center"><b>SF-032</b></p>	<p>The inmate telephone system shall allow the inmate to hear the processing of the placed call to determine if a SIT with message or an answering device (i.e., answering machine, voice mail, etc.) has answered the call. At no time shall the system allow the inmate to speak (restricted voice channel) until the called party has accepted the call.</p>
<p align="center"><b>SF-033</b></p>	<p>The inmate telephone system shall announce to the called party the name of the calling inmate, informing the called party how to accept calls and announcing to the called party the call charge rate, prior to acceptance, when a call is placed. The activation or deactivation of these features shall be determined by the Department's Contract Manager.</p>
<p align="center"><b>SF-034</b></p>	<p>If the party called does not accept a call, or if no one answers the call, the inmate telephone system shall inform the inmate of the situation and not simply disconnect the call.</p>
<p align="center"><b>SF-035</b></p>	<p>The inmate telephone system shall allow for a minimum "ring time" prior to disconnecting the inmate call. This "ring time" parameter shall be established within set parameters determined by the Department and shall be consistent among Department facilities.</p>
<p align="center"><b>SF-036</b></p>	<p>The inmate telephone system shall allow a called party to deny all future calls of a particular type from an inmate, and shall provide notice to the inmate placing the call of such action.</p>
<p align="center"><b>SF-037</b></p>	<p>The inmate telephone system shall have the capability to accept the called party's response, via Dual Tone Multi Frequency (DTMF) Touch-Tone Pad input from the telephone and voice response (Yes/No Response).</p>
<p align="center"><b>SF-038</b></p>	<p>The inmate telephone system shall interject messages into a telephone call at random intervals (i.e., "this call is from a Florida Correctional Institution") as deemed necessary by the Department. The activation or deactivation of this feature shall be determined by the Department.</p>
<p align="center"><b>SF-039</b></p>	<p>The inmate telephone system shall allow a called party to activate a code (via the touch tone pad of their telephone) that automatically deletes their telephone number from the calling inmate's "Authorized Telephone Number List".</p>
<p align="center"><b>SF-040</b></p>	<p>The inmate telephone system shall also provide an alert or notification to authorized Department personnel to ensure that the inmate does not add any number deleted via the above indicated feature to the inmate's requested list of telephone numbers in the future. Notification or alert to the Department shall be via automated system update to the inmate's account information file.</p>

**System Service Functionality Requirements (SF)**

**System Voice Quality Requirements**

**SF-041**

The system shall provide quality of voice connections that meet or exceed speech transmission quality standards in the United States, and standards enacted the appropriate industry agencies, or other organizations, such as the Telecommunications Standardization Sector of International Telecommunication Union (ITU-T), for transmitted and received levels, noise, cross talk, and frequency range(s).

The voice quality level shall be in place for all services, at all stages of a call, and shall not be affected by any other system feature, function, or capability.

**SF-042**

The system shall have the ability to block calls (call block). Call blocking requirements shall apply to all equipment, unless otherwise specified, and shall include, but not be limited to, the following types of calls:

1. Calls made to business numbers identified during the billing number address (BNA) search. The Department authorizes calls to attorney's, bondsmen, clergy, etc., by utilizing the inmate's authorized call list;
2. Calls made to any 911 number;
3. Calls made to any telephone numbers which incur excess charges, such as 900, 972, 976, 550, etc.;
4. Calls to current long distance carrier access numbers (i.e., 10333, 10285) or future 101-XXXX carrier access numbers;
5. Calls for all local numbers which access long distance carriers (i.e., 950-XXXX);
6. Call access to directory assistance access numbers (i.e., 411, 555-1212, etc.);
7. Call access to toll free numbers (i.e., 800, 888, 877, etc.), except the Florida Relay Service toll-free number(s) so that hearing impaired inmates may access a "Telephone Devices for the Deaf" (TDD) service;
8. Calls made to pre-paid or pay-as-you-go cell phones; and
9. Call access to any number upon request by the Department.

Only the following call blocking requirements shall apply to the coin-operated telephone equipment located at the Department's community release centers:

1. Calls made to any 911 number;
2. Calls made to any telephone numbers which incur excess charges, such as 900, 972, 976, 550, etc.;
3. Call access to toll free numbers (i.e., 800, 888, 877, etc.), except the Florida Relay Service toll-free number(s) so that hearing impaired inmates may access a "Telephone Devices for the Deaf" (TDD) service; and
4. Call access to any number upon request by the Department.

<b>System Service Functionality Requirements (SF)</b>	
	Call blocking shall not apply to coin-operated phones for visitors or the public at large.
<b>SF-043</b>	As set forth in SF-013, systems shall be capable of being accessed from a vendor-provided dedicated monitoring terminal, as specified on Facility Locations and Equipment List, Attachment II, and/or through a vendor-provided secure internet connection from desktop, laptop, or remote means by authorized Department personnel who have appropriate security clearance and have been provided security codes by the successful Vendor. The systems shall monitor calls from both dedicated monitoring terminals and via secure, password protected internet access.
<b>SF-044</b>	The system shall allow for “real time” audible monitoring of inmate calls by specific inmate PIN number, and/or terminating number entered by authorized Department personnel. The system shall allow for monitoring of inmate calls while in process (“real time”), and shall be configurable to allow for auto-forwarding specified calls in a “listen only” mode to a pre-designated telephone number in the Department’s Office of Inspector General (OIG).
<b>SF-045</b>	The system shall have query and search capabilities allowing Department investigators to quickly access telephone conversations that occurred during specific time periods, and/or were made from specific telephone instrument. The system shall have the ability to monitor calls based on Security Threat Group or Gang affiliation, utilizing data provided by the Department.
<b>SF-046</b>	The system shall record all inmate calls simultaneously, and at any time (in “real time”) that a call is placed.
<b>SF-047</b>	The call recording functionality shall be a fully digitized service allowing for the use of downloading, utilizing industry standard recording file formats. This should have the capability to be placed on various recording media.
<b>SF-048</b>	The system shall create a record of all calls that are monitored by any Department employee. This record will display a visible indicator in the list of inmate calls which identifies that the call has been played back by someone. This indicator, which can be as simple as an icon that is activated when the call has been played back, will link to the detailed playback history of the call. The detailed playback history will list each date and time that the call was played back, and the identity of the person who accessed the call.
<b>SF-049</b>	The playback history of inmate calls shall only be visible to personnel from the Department’s OIG, and access to this feature shall only be granted by the appropriate approving authority in the Department’s OIG. Non-Inspector General personnel shall not have the ability to view or retrieve any call playback history information.
<b>SF-050</b>	<p><b><u>System Restriction, Fraud Control and Notification Requirements</u></b></p> <p>The security and confidentiality of inmate-placed telephone calls is of critical importance. Security features which prevent unauthorized individuals from accessing any information held by the Vendor will provide for restriction to the system, fraud control for prevention purposes, and notification capabilities for attempted security violations or breaches. Secure access to the system shall be maintained at all times.</p> <p>The system shall have security capabilities that include, but are not limited to the following:</p>

## System Service Functionality Requirements (SF)

- a) Fraud prevention features, shall randomly interject pre-recorded announcements throughout the duration of the conversation to the called party indicating the source of the call.
- b) Detection and prevention capabilities related to fraudulent, illicit, or unauthorized activity capable of detecting unusual or suspicious number sequences dialed or dialing patterns which the system identifies as possible attempts to commit fraud.
- c) A call alert feature that will alert Department personnel, via email, that a designated inmate is placing a call to a specific number or contact that has been assigned alert status. This status is an investigative tool which will be activated by authorized Department personnel.
- d) Ability to detect an attempt by the called party to initiate a 3-way or conference call, to immediately terminate the call and to make a notation in the database on the inmate's call. The system shall make this information available, in a report format, to designated Department personnel.
- e) Ability to immediately terminate a call if it detects that a called party's telephone number is call forwarded to another telephone number. The system shall make a notation in the database on the inmate's call. The system shall make this information available, in a report format, to designated Department personnel.
- f) Ability to deactivate the restrictions on the called party's attempt to initiate a 3-way or conference call on a per number dialed, per inmate basis. The system shall permit call transfer or 3-way conferencing of specific inmate calls placed to pre-designated privileged telephone numbers such as attorneys.
- g) Ability during any call to block the out-pulsing of all digits pressed by the inmate and all hook switch "flash" attempts, after the PIN and calling list number have been input, such that no dual tone multi-frequency (DTMF) or hook switch "flashes" will appear on the outside line.
- h) Capability for the Department to immediately and remotely turn telephones on and off, including individual telephones, groups of telephones, or an entire Department facility by Department staff with the appropriate authorization level. This service shall be available, via telephone, 24 hours a day, seven days a week, including holidays.

<b>System Service Functionality Requirements (SF)</b>	
	<p>i) Ability to provide a form of speech or word recognition that will alert Department personnel when certain words or phrases are used by an inmate during an outgoing call.</p>
<b>SF-051</b>	<p>The proposed system(s) shall provide for authorized user access for the purposes of managing inmate telephone access information in real time. Authorized Department staff and Vendor staff, as authorized by the Department's OIG, shall have the ability to immediately enter, delete, change, or modify any proposed system(s) access information including, but not limited to, calling privileges or restrictions pertaining to inmates.</p>
<b>SF-052</b>	<p>The proposed system(s) shall allow for authorized Department user access to be established, upon application by the prospective user, and the approval of the Facility's Warden or Assistant Warden, and a designated representative from the Department's OIG, Central Office. This approval authorization shall be given only to the incumbent in these positions, and cannot be delegated or assigned. Levels of authorized access shall be a menu-driven selection configured for each user, listing the various components of the proposed system(s). Any modifications to access levels shall go through the same approval process detailed above.</p> <p>Deactivation of user accounts may be approved by any one of the approving authorities referenced above, with an electronic notice sent to the designated Department's OIG representative.</p>
<b>SF-053</b> <b>SF-054</b>	<p>The creation, approval, and modification of user accounts shall be available in both electronic and paper format. Accounts opened manually (with paper application) shall be processed into the electronic user account system by the Vendor.</p>
<b>SF-054</b> <b>SF-055</b>	<p>The proposed system(s) shall allow the creation of lists of currently authorized users by facility and/or Department OIG, as needed. A system-wide list of all current authorized users shall be provided quarterly to the Department's OIG, Central Office. The proposed system(s) shall also maintain a list of all users, active or inactive, searchable by the user's last name, first name, and containing all periods of account activation.</p>
<b>SF-055</b> <b>SF-056</b>	<p>The proposed system(s) shall allow Department personnel to temporarily restrict or disconnect service to an individual inmate telephone.</p>

**System Service Functionality Requirements (SF)**

<p><b>SF-056</b> <b>SF-057</b></p>	<p><b><u>Proposed System(s) Network Status Monitoring Component</u></b></p> <p>All proposed system(s) shall provide a system network status monitoring component within the system. The system’s status monitoring component shall, at a minimum:</p> <ol style="list-style-type: none"> <li>1) Show graphically in real-time the status of the system components at each Department facility and other locations, to include but not be limited to, calls, processor equipment, call monitoring equipment, call recording equipment, telephone station equipment, and network circuit connections.</li> <li>2) Show component status for system in a minimum of two conditions: “Green” for normal operation, and “Red” for failed or failing operation.</li> <li>3) Provide automatic reporting of component status changes (not manual input) for calls.</li> <li>4) Display and record event times, i.e., when any component changes status from “Red” to “Green”, or vice-versa.</li> <li>5) Provide the service technicians the ability to log acknowledgments of component failures, log acceptance of responsibility for repair, and log comments on action taken for calls.</li> <li>6) Provide the Vendor’s System Administrator accessibility to the display of status at all times for calls. The status display shall be available at other locations such as the Department’s Contract Manager’s office, via intranet computer access. Department personnel shall be allowed to observe the system status display at any time upon demand. All event records and technician logs shall be maintained for a minimum of 30 days, and shall be available to authorized Department personnel upon request.</li> </ol>
<p><b>SF-057</b> <b>SF-058</b></p>	<p><b><u>System Testing</u></b></p> <p>The Vendor shall submit with their Reply a complete and comprehensive functional test plan to assure the Department of the system’s readiness to accept inmate calling traffic at all facilities. This test plan shall include a checklist of items to be performed by the Vendor’s implementation team and verified by the Department’s staff.</p>
<p><b>SF-058</b> <b>SF-059</b></p>	<p><b><u>System Acceptance</u></b></p> <p>Upon Contract execution, the Vendor shall provide to the Facility’s Assistant Warden of Programs, and the Department’s Contract Manager a complete and comprehensive acceptance plan for the systems at each Department facility. System acceptance shall be determined by a consecutive 30 day period, during which, the systems must function “error free” after installation. Failure of the systems to meet mutually agreed upon acceptance criteria for more than 30 consecutive days may result in a request for replacement by the Department for that particular system’s component.</p>
<p><b>SF-059</b> <b>SF-060</b></p>	<p><b><u>System Documentation</u></b></p> <p>At the completion of the implementation and installation, the Vendor shall provide to the Assistant Warden of Programs at each Department facility, and the Department’s Contract Manager a complete set of service reference manuals for the inmate</p>

<b>System Service Functionality Requirements (SF)</b>	
	<p>telecommunication service that shall include information specific to the installations at the respective facility.</p> <p>In addition, after installations of the inmate telecommunication service at each respective facility, the Vendor shall supply documentation containing service request contact numbers, instructions on reporting, and escalation procedures for the inmate telecommunication service to the Assistant Warden for Programs at the respective institution, and the Department's Contract Manager.</p>
<p><b>SF-060</b> <b>SF-061</b></p>	<p><b><u>System Disaster Recovery</u></b></p> <p>The Vendor shall submit with their Reply a written Disaster Recovery Plan and Continuity of Operations Plan, and associated internal system(s) equipment that shall be capable of providing for support in case of failures in power, system data networking, Vendor's equipment at its host site through the user-level equipment provided by the Vendor, and for all natural or man-made disasters, including flood or fire at the host facility. These plans and all updates will be reviewed and accepted by the Department's OIT, Central Office, and kept for reference purposes.</p> <p>The system(s) shall be capable of recovering from a power outage automatically or remotely once commercial power is restored.</p>
<p><b>SF-061</b> <b>SF-062</b></p>	<p>The Vendor shall provide remote diagnostic support and trouble-shooting technical assistance for the system and equipment 24 hours a day, seven days a week, including holidays.</p>
<p><b>SF-062</b> <b>SF-063</b></p>	<p>The Vendor shall provide the authorized users a toll-free contact number, answered by a live person, 24 hours a day, seven days a week for the purpose of reporting problems and providing technical assistance for Department staff.</p>
<p><b>SF-063</b> <b>SF-064</b></p>	<p>The Vendor shall provide a centralized Customer Service Center located in the Continental United States (preferably within the State of Florida) which is operational 24 hours a day, seven days a week, including holidays.</p> <p>The Vendor's Customer Service Center shall be responsible for handling all inmate telecommunication service calls, from family and friends regarding service issues, billing, and any other issues relating to these services.</p>
<p><b>SF-064</b> <b>SF-065</b></p>	<p>The Vendor shall also ensure that a minimum of two Service Representatives, as delineated in PGM-01, Program Management Requirements, are provided specifically for staffing the Department's Central Office location.</p> <p>The responsibilities of these individuals will include handling of inmate family complaints, as well as, the additional duties specified for Service Representatives in OS-09.</p>
<p><b>SF-065</b> <b>SF-066</b></p>	<p><b><u>System Reporting</u></b></p> <p>At a minimum, the telecommunication service systems shall allow the Department to generate "canned" reports directly through an interface accessible through a secure internet site or via dedicated monitoring terminals. The Vendor shall provide reporting capability on all information contained in the telecommunication service systems database, including recording of telephone calls. To ensure that reports are accurate and timely, the database shall be updated in real time so that all report data is current when viewed and/or downloaded by authorized Department personnel. The database shall be capable of maintaining a record of all reports that are downloaded, with the date and time of the download, and the name of the person who performed the download. All reports shall have the capability of being queried, sorted or filtered by any field contained in the report or by data parameters, as</p>



<b>System Service Functionality Requirements (SF)</b>	
	applicable, and reports shall be readable on screen, printable and shall be downloadable into an excel format. Reports shall also be viewable via a user-friendly interface. This interface shall be, at a minimum a Graphical User Interface (GUI) such as Windows 7. Report formats shall be subject to final approval by the Department's Contract Manager.
<b>SF-066</b> <b>SF-067</b>	<b><u>Authorized Users Report:</u></b> The system(s) shall provide a real time report of all Departments and the Vendor's authorized users for utilization by the Department's Office of the Inspector General. This report shall include user name, status (active or inactive) and corresponding dates, user title, facility location and their assigned role (i.e. monitor, administrator, etc).
<b>SF-067</b> <b>SF-068</b>	<b><u>Approved Calling List Report:</u></b> The system(s) shall provide a real time report of each inmate's approved calling list of 10 numbers. This report shall include inmate name, inmate pin #, inmate's facility location, name and phone numbers of everyone on the inmate's calling list and Billing Number Address (BNA) for all numbers. This system shall also maintain a cumulative historical calling list for each inmate, showing all numbers that have been added or deleted from the inmate's list and the corresponding dates.
<b>SF-068</b> <b>SF-069</b>	<b><u>Comprehensive Outgoing Call Report:</u></b> The system(s) shall provide a real time report of all outgoing calls made from all Department facilities for utilization by the Department's Office of the Inspector General. This report shall include inmate name, inmate pin #, inmates' facility location, phone number called, date and time of call, length of call, and BNA for number called.
<b>SF-069</b> <b>SF-070</b>	<b><u>Duplicate Number Report:</u></b> The system(s) shall provide a real time report of all outgoing telephone numbers that appear on the active call list of two or more inmates for utilization by the Department's Office of the Inspector General. This report shall include phone number, BNA for number called, inmate name, inmate pin #, and inmate's facility location.
<b>SF-070</b> <b>SF-071</b>	<b><u>International Call Report:</u></b> The system(s) shall provide a real time report of all overseas/international calls made. This report shall include inmate name, inmate pin #, number called, BNA for number called, inmate's facility location, country name call was placed to, date and time of call, length of call.
<b>SF-071</b> <b>SF-072</b>	<b><u>Alert Level Report:</u></b> The system(s) shall provide a real time report of all calls that generated an alert notification in the system. This will include three-way calls, as well as any other calls programmed to send an alert notification. This report shall include date and time of call, number called, BNA for number called, inmate name, inmate pin #, and type of alert.

**Change No. 2**

Revisions to the numbers for the requirements in Section 3.6.4.1, System Service Functionality Deliverables.

**3.6.4.1 System Service Functionality Deliverables**

Deliverable	Due Date	Description (with cross-reference to Requirements as applicable)
<b>DEL-SF-01</b>	By the 10 <sup>th</sup> day of the month for the prior quarter	A system-wide list of all current authorized users shall be provided to the Department's OIG, Central Office, quarterly. (SF-054) (SF-055)
<b>DEL-SF-02</b>	Upon Contract Execution	A complete and comprehensive acceptance plan. (SF-058) (SF-059)
<b>DEL-SF-03</b>	At completion of Implementation and Installation of each facility	A complete set of service reference manuals for the inmate telecommunication service that shall include information specific to the installations at the respective facility. (SF-059) (SF-060)
<b>DEL-SF-04</b>	Within five business days of completion of Implementation and Installation at each facility	Documentation containing service request contact numbers, instructions on reporting, and escalation procedures for the inmate telecommunication service. (SF-059) (SF-060)

**Change No. 3**

Revisions to the requirements in Section 3.6.5, Other Service Requirements Service Area.

**3.6.5 Other Service Requirements Service Area**

Other Service Requirements (OS)	
No.	Requirement
<b>OS-01</b>	<p>The inmate telecommunication service shall be Personal Identification Number (PIN) driven.</p> <p>The inmate telecommunication service shall restrict use of the service through authorized PINs assigned to each inmate at one of the Department's five reception centers. <u>No PINs will be issued by any institution.</u> This PIN service shall allow individual PINs to be shut-off upon request of designated staff at the facility. When an inmate transfers to a different institution, that inmate's PIN account shall also be transferred. The Vendor shall be notified of inmate transfers through nightly file transmission via FTP. All PIN information shall remain the property of the Department.</p>
<b>OS-02</b>	<p>The inmate telecommunication service shall use the Department's current inmate PIN assignments and numbering plan. Current PINs are numeric only and 11 digits in length. The inmate telecommunication service's PIN service will consist of the inmate's DC number, and shall be followed by the last four numbers of the inmate's Social Security Number. Since the DC number is usually six characters and the first character can be a letter or digit, it is necessary to use seven digits to represent the DC number. Therefore, the PIN shall be constructed as follows:</p>

**Other Service Requirements (OS)**

1ST TWO CHARACTERS OF THE PIN:

<b>If the DC number begins with:</b>	<b>Then the PIN begins with:</b>
Blank* or Zero	00
1 through 9	01 through 09
A through J	10 through 19
K through T	20 through 29
U through Z	30 through 35

Note: Some older DC numbers may be written as only 5 characters. In those cases, the DC number is assumed to start with a blank to make it a 6-character number.

NEXT FIVE CHARACTERS OF THE PIN:

Same as the last five characters of the inmate's DC number.

LAST FOUR CHARACTERS OF THE PIN:

Same as the last four characters of the inmate's Social Security Number (SSN).

EXAMPLES:

A: DC number is 872460  
 SSN is 222-10-3555  
 PIN is 08724603555

B: DC number is A98811  
 SSN is 393-44-1167  
 PIN is 10988111167

C: DC number is 12298 (some older DC numbers are only five characters)  
 SSN is 998-30-2345  
 PIN is 00122982345

**OS-03**

The inmate telecommunication service shall utilize the PIN feature for all collect, local, long distance, cellular, and international calls.

**OS-04**

The inmate telecommunication service shall allow each PIN to have a "class of service" assigned.

For example, each PIN shall have a list of allowable telephone numbers, duration of each call, etc. These systems shall provide call by PIN that provides the Department the option of implementing any or all of the following restrictions by PIN designation:

- Inmates can be either approved or not approved to make telephone calls by PIN, at the Department's option;

<b>Other Service Requirements (OS)</b>	
	<ul style="list-style-type: none"> <li>• Inmates, via the PIN, can be restricted to a specific telephone or group of telephones at the Department's option;</li> <li>• Limit duration of call: maximum call duration can be set globally (all PINs), by site, by facility area, or by individual inmate's PIN, at the Department's option;</li> <li>• Restrict time of day calling: an allowed calling schedule can be provided for each specific PIN, by facility area, by site, and globally (all PINs). The global restrictions can take precedence over individual PIN restrictions, at the Department's option.</li> <li>• Restrict an inmate under disciplinary action from placing any or all calls assigned to his particular PIN, with the exception of privileged numbers (i.e., attorney, approved clergy, and social work professionals).</li> </ul>
<b>OS-05</b>	The system shall have the ability to limit calls to a specific duration by PIN, and by specific telephone numbers assigned to a PIN.
<b>OS-06</b>	The PIN feature shall ensure that the automated operator function uses the inmate's pre-recorded name (recorded in both the inmate's voice and language, or in the voice of an administrator) to announce to the called party from whom the call is originating. Identification of the specific inmate, and thus the announcement of the inmate's name shall be performed by the PIN assignment.
<b>OS-07</b>	The systems shall allow for approved destination numbers to be assigned and restricted, by individual PIN. Such number lists will be approved by authorized Department personnel (i.e., classification officer), the Vendor's System Administrator, or the respective Service Representative at the Department's option.
<b>OS-08</b>	The PIN feature shall allow the recording of inmate calls to be discontinued when certain pre-determined telephone numbers (privileged telephone numbers) are called.
<b>OS-09</b>	<p>The Vendor shall provide Service Representatives responsible for entering inmate telephone access information in the system.</p> <p>Service Representatives shall make, at a minimum, twice weekly visits to the facilities identified on Attachment II, or as deemed necessary by the Department, for the purposes of entering and updating this information.</p> <p>In addition, the Vendor shall ensure that information can be entered into the system by authorized Department personnel. Information fields shall include, but not be limited to, inmate name (first, middle, last), PIN number (11 digits minimum), Department facility, identifier of unit within Department facility, 10 approved telephone numbers, privileged numbers, comments field, language preference field, account activation date, current status, and alert levels.</p>

<b>Other Service Requirements (OS)</b>	
<b>OS-010</b>	The Vendor shall ensure the system verifies that the number listed by an inmate's phone list (as authorized by the Department) is the telephone number with Billing Number Address (BNA) for the individual identified on the authorized phone list and NOT a pass through local number.
<b>OS-011</b>	<p>Authorized Department's OIG personnel shall have the capability to enter, modify, and delete any information in any data field encompassing any inmate's phone access information including an inmate's "Approved Telephone Number List".</p> <p>The Department will make available to the Vendor, the current inmate telephone system access information, as necessary for the transition of services.</p>
<b>OS-012</b>	<p>The Vendor shall provide on Attachment III, Price Information Sheet, a single, blended rate per minute, inclusive of all surcharges, for all calls on the North American Dialing Plan, including intralata, interlata, intrastate, interstate, local, and local extended calls, which shall not exceed the maximum rate per minute allowed by the Federal Communications Commission (FCC) and appropriate regulatory authority during the time the call is placed.</p> <p>In addition to the FCC, the Vendor can contact the State Consumer Protection Agency, Better Business Bureau, or the Florida Office of the State Attorney General to obtain maximum rate per minute information.</p>
<b>OS-013</b>	Call charges for international calls shall not exceed the maximum rate allowed by the appropriate regulatory authority during the time the call is placed. All call charges for coin-operated phones at the community release centers shall be at the same rates as inmate telephone calls.
<b>OS-014</b>	The Vendor shall agree that charges for calls shall include only the time from the point at which the called party accepts the call, and shall end when either party returns to an on-hook condition or until either party attempts a hook flash. There shall be no charges to the called party for any setup time.
<b>OS-015</b>	The Vendor shall not charge, pass on, or pass through to the customer paying for collect or prepaid calls any charges referred to as Local Exchange Carrier's (LEC), or Competitive Local Exchange Carrier's (CLEC) billing costs, or any bill rendering fee or billing recovery fee. The Vendor shall also ensure that LEC's and CLEC's do not charge or pass on to the customer any additional fee or surcharges for billing. The Vendor shall be responsible for any such LEC or CLEC surcharges incurred if billing through the LEC or CLEC.
<b>OS-016</b>	<p>In addition, the Vendor shall not charge, pass on, or pass through to the customer paying for the collect, prepaid calls any of the following charges and/or fees:</p> <p>Bill Statement Fee, Funding Fee, Mail-In Payment Fee, Western Union Payment Fee, Refund Fee, Regulatory Recovery Fee, Wireless Admin Fee, Single Bill Fee, Paper Statement Fee, Account Setup Fee, Account Maintenance Fee, Inactive Account Fee, Account Close-Out Fee, Non-Subscriber Line Charge, Inmate Station Service Charge, Third-Party Payment Processing Fee, State Regulatory Recovery Fee, Check/Money Order Processing Fee, Biometric Service Charges, JPay Payment Fee, Federal Regulatory Cost Recovery Fee, Regulatory and Carrier Cost Recovery Fee, Validation Surcharge, or Wireless Termination Surcharge.</p>

<b>Other Service Requirements (OS)</b>	
<b>OS-017</b>	The Vendor shall ensure, inmates' family and friends utilizing the Florida Relay Service to receive calls from inmates are charged the same rates as those family and friends receiving calls from inmates not utilizing this service.
<b>OS-017</b> <b>OS-018</b>	The Vendor shall ensure that prepaid local and long distance, cellular and international collect calling is available for all locations within the North American Dialing Plan.  In addition, the Vendor shall provide a list of all countries (outside of the United States) that can be reached via the inmate telecommunication service operating in a "collect call only" mode to the Department's Contract Manager, or designee, upon request.
<b>OS-018</b> <b>OS-019</b>	At no time shall an inmate be automatically connected to a "live" operator. The only exceptions to this requirement is that shall be, international collect calls through a live operator will be allowed when the country being called accepts collect calls, calls processed through the Florida Relay Service, and calls processed through PREA Victim Advocacy Centers.
<b>OS-019</b> <b>OS-020</b>	Call acceptance by the called party shall be accomplished through caller confirmation ("positive acceptance").
<b>OS-020</b> <b>OS-021</b>	Collect calls shall not be connected nor shall billing commence until the called party indicates acceptance of the call. All non-prepaid calls may be directly billed to the Billing Number Address (BNA) by the Vendor.
<b>OS-021</b> <b>OS-022</b>	The Vendor shall ensure that local and long distance, cellular and international collect calls are billed to the Billing Number Address originally provided by the inmate's inmate family or friend.
<b>OS-022</b> <b>OS-023</b>	The Vendor shall provide a toll-free number to the Customer Service Center which will be clearly shown on the called party's bill for assistance in billing matters.
<b>OS-023</b> <b>OS-024</b>	The Vendor shall ensure Caller ID is not available for any call placed through the inmate telecommunication service, and the called party has no other means of identifying the number from which a call is placed.
<b>OS-024</b> <b>OS-025</b>	The Vendor shall not charge for calls that result in Special Information Tones (SIT), "ring/no answer" or "busy" conditions.
<b>OS-025</b> <b>OS-026</b>	The Vendor shall provide local exchange service for collect only calling use at each Department institution. The local calling area shall be equivalent to the local calling public pay telephone area at each Department institution. The Vendor shall ensure that the system is capable of identifying a dialed number as local, based on the pay telephone calling area, and of correctly rating and routing the call.
<b>OS-026</b> <b>OS-027</b>	The Vendor shall allow families and friends to establish prepaid service account(s) with the Vendor for billing purposes, so that inmates can call pre-authorized numbers that may not be accessible via normal collect calling. Each prepaid account shall have an authorized billing number. Any calls billed to a family or friend's prepaid account shall meet the same security requirements as set forth for normal collect calls.
<b>OS-027</b> <b>OS-028</b>	The Vendor shall ensure that notice of the prepaid account availability is provided when a party receives a call and shall offer the option of being connected to a live operator for the purpose of establishing a prepaid account, if a normal collect call cannot be completed by the inmate due to billing issues.

<b>Other Service Requirements (OS)</b>	
<b>OS-028</b> <b>OS-029</b>	The Vendor's prepaid services <b>shall</b> allow the called party (family and friends) to deposit money into a prepaid services account.
<b>OS-029</b> <b>OS-030</b>	The Vendor shall provide instructional brochures explaining the process for establishing prepaid accounts to be made available to friends, family and inmates in Visitation parks and for the Department's public website.
<b>OS-030</b> <b>OS-031</b>	<p>The Vendor shall create a component within the system that creates an inmate "hot line" accessible from any telephone instrument within the system. This component shall be fully available from the monitoring terminals located at the Department's OIG, Central Office location and any of the other designated Inspector General's monitoring stations, as may be required, and authorized by the Department's OIG, Central Office.</p> <p>This component shall allow the inmate to create a confidential "mailbox", not requiring the inmate to identify himself in any manner, which also allows the Inspector General's personnel to leave a return message for the inmate. The creation of this "mailbox" shall be an option offered to the calling inmate.</p>
<b>OS-031</b> <b>OS-032</b>	The Prison TIPS hotline shall be reachable by entering *TIPS (*8477) on any telephone instrument in the system. The Crime Stoppers Hotline for anonymous reporting of cold case information shall be reachable by entering *8488. The PREA hotline for anonymous reporting of inmate sexual victimization shall be reachable by entering *8499. These calls shall not require input of the inmate's PIN number for access.
<b>OS-032</b> <b>OS-033</b>	There shall also be toll-free numbers assigned so that the Prison TIPS, Crime Stopper, and PREA hotlines can be reached by any and all telephones outside of the system.
<b>OS-033</b> <b>OS-034</b>	The Vendor shall provide easily readable signage referencing the Prison TIPS, Crime Stopper, and PREA hotlines and toll-free numbers for display within the institution, and on the grounds of the institution as directed by the Facility's Assistant Warden of Programs.
<b>OS-034</b> <b>OS-035</b>	The Vendor shall create a component within the system that creates informant lines accessible from any telephone instrument within the system. This component shall have the ability to allow an inmate to call a number(s) established by the Department's OIG that is not included on their Inmate Telephone Agreement and Numbers List (DC6-223). The system shall have the ability to exclude informant lines from call detail reports, and monitoring/recording functions.

Other Service Requirements (OS)	
<p><b>OS-035</b> <b>OS-036</b></p>	<p><b><u>Litigation-Related Testimony</u></b></p> <p>The Vendor acknowledges and agrees that many times, the recorded telephone calls of inmates are used as evidence in criminal or Department violation investigations, and as such, the Vendor may receive written/verbal requests to provide testimony regarding monitoring equipment, system specifications, and the accuracy and reliability of the system's recorded telephone data.</p> <p>The Vendor shall ensure that qualified personnel is available to provide such expert testimony, and that personnel responds timely and/or appears as stipulated in the request and/or legal subpoena. The Vendor shall immediately notify the Department's Contract Manager, or designee, upon receipt of Departmental-related subpoenas.</p>

**Change No. 4**

The call data, by month, for the last 12 months (December 2015 through November 2016) is provided below:

December 2015			
Call Type	Total Revenue	Total Minutes	Number of Calls
Interlata IntraState	\$960,313.74	6,897,828	531,284
International	\$2,124.57	1,788	135
Interlata InterState	\$179,756.16	1,272,106	99,789
Intralata IntraState	\$162,383.04	1,157,867	90,059
Intra Out of State	\$8.34	54	5
Local In State	\$94,509.50	2,445,451	189,019

January 2016			
Call Type	Total Revenue	Total Minutes	Number of Calls
Interlata IntraState	\$990,413.40	7,145,790	546,292
International	\$1,800.38	1,477	123
Interlata InterState	\$186,492.84	1,325,863	103,233
Intralata IntraState	\$163,869.18	1,174,008	90,572
Intra Out of State	\$41.16	268	23
Local In State	\$97,425.00	2,536,608	194,850

February 2016			
Call Type	Total Revenue	Total Minutes	Number of Calls
Interlata IntraState	\$930,390.12	6,701,290	514,156
International	\$1,527.86	1,264	102
Interlata InterState	\$171,199.80	1,215,943	94,879
Intralata IntraState	\$155,148.42	1,110,284	85,914
Intra Out of State	\$44.76	288	25
Local In State	\$89,999.50	2,336,358	179,999



March 2016			
Call Type	Total Revenue	Total Minutes	Number of Calls
Interlata IntraState	\$1,016,678.40	7,294,780	563,607
International	\$1,643.79	1,341	114
Interlata InterState	\$187,192.08	1,325,674	104,023
Intralata IntraState	\$176,319.48	1,256,236	98,027
Intra Out of State	\$97.80	712	54
Local In State	\$100,447.00	2,586,553	200,894

April 2016			
Call Type	Total Revenue	Total Minutes	Number of Calls
Interlata IntraState	\$977,891.46	7,013,917	542,256
International	\$1,777.29	1,491	114
Interlata InterState	\$182,015.94	1,292,727	100,939
Intralata IntraState	\$171,146.58	1,220,025	95,171
Intra Out of State	\$50.40	364	28
Local In State	\$99,052.00	2,548,752	198,104

May 2016			
Call Type	Total Revenue	Total Minutes	Number of Calls
Interlata IntraState	\$1,007,325.36	7,234,487	558,083
International	\$1,816.12	1,508	120
Interlata InterState	\$188,983.62	1,336,954	105,151
Intralata IntraState	\$173,322.00	1,236,705	96,321
Intra Out of State	\$29.40	218	16
Local In State	\$105,510.00	2,722,909	211,020

June 2016			
Call Type	Total Revenue	Total Minutes	Number of Calls
Interlata IntraState	\$919,788.96	6595187	510228
International	\$1,310.58	1082	88
Interlata InterState	\$176,504.82	1244529	98474
Intralata IntraState	\$161,436.42	1152802	89677
Intra Out of State	\$15.90	112	9
Local In State	\$99,624.00	2563788	199248

July 2016			
Call Type	Total Revenue	Total Minutes	Number of Calls
Interlata IntraState	\$967,115.52	6,935,614	536,521
International	\$1,548.61	1,274	105
Interlata InterState	\$187,968.96	1,325,015	104,900
Intralata IntraState	\$170,990.04	1,220,966	95,001
Intra Out of State	\$16.56	123	9
Local In State	\$105,911.00	2,717,134	211,822

August 2016			
Call Type	Total Revenue	Total Minutes	Number of Calls
Interlata IntraState	\$902,983.26	6,477,830	500,880
International	\$1,258.40	1,050	82
Interlata InterState	\$175,047.36	1,235,142	97,664
Intralata IntraState	\$159,858.24	1,144,116	88,649
Intra Out of State	\$44.40	298	26
Local In State	\$100,219.50	2,589,736	200,439

September 2016			
Call Type	Total Revenue	Total Minutes	Number of Calls
Interlata IntraState	\$880,290.96	6,308,732	488,722
International	\$2,434.21	7,858	635
Interlata InterState	\$171,459.30	1,209,728	95,706
Intralata IntraState	\$156,008.10	1,113,625	86,669
Intra Out of State	\$60.96	404	36
Local In State	\$97,748.00	2,520,837	195,496

October 2016			
Call Type	Total Revenue	Total Minutes	Number of Calls
Interlata IntraState	\$954,433.98	6,839,445	529,851
International	\$3,910.24	10,451	827
Interlata InterState	\$192,578.40	1,356,872	107,576
Intralata IntraState	\$169,196.70	1,206,032	94,065
Intra Out of State	\$79.62	562	45
Local In State	\$105,295.50	2,719,099	210,591

November 2016			
Call Type	Total Revenue	Total Minutes	Number of Calls
Interlata IntraState	\$939,096.84	6,728,352	527,417
International	\$3,171.37	8,810	722
Interlata InterState	\$188,633.28	1,337,551	107,106
Intralata IntraState	\$166,101.00	1,185,538	93,304
Intra Out of State	\$86.98	630	52
Local In State	\$101,932.56	2,616,159	203,531

**Change No. 5**

Revision to table in Section 4.9 (A), as indicated below:

<b>Experience and Ability to Provide Services</b>	<b>Available Points (Scored by Evaluators)</b>	<b>Weight</b>	<b>Weighted Available Points</b>
References	1-5	5%	25
Prior Work Experience	1-5	10% 5%	50 25
Description of Solution Offering	1-5	8% 13%	40 65
Program Management Service Area Detail	1-5	15%	75
System Installation Service Area Detail	1-5	20%	100
System Service Functionality Service Area Detail	1-5	20%	100
Other Service Requirements Service Area	1-5	12%	60
System Equipment and Services Service Area	1-5	10%	50
<b>TOTAL</b>	<b>500 (weighted)</b>	<b>100%</b>	<b>500</b>

Responses to Written Questions  
 FDC ITN-17-122  
 Inmate Telecommunications Services

Question Number	Question	Answer
1	General. Will follow-up questions be allowed if vendors require any additional clarification to initial responses?	No. The ITN does not provide an additional period for follow-up questions or clarification to the Department's responses. Please reference Section 4.2 of the ITN.
2	Section 2.5 (p. 13). The state requires a 180 day implementation period for the initial delivery of equipment, supplies, hiring, training, etc., and transition of services. Does this implementation include Managed Access?	The referenced implementation timeframe is for inmate telecommunication services. The Managed Access System (MAS) is a service that the Department is interested in possibly obtaining as a value-added service. Vendors shall provide with their Reply, a detailed description of all value-added services the Vendor is offering the Department, per Section 3.2 of the ITN. This detailed description should also include a proposed schedule for implementation.
3	Section 3.2.2.10 (p. 14). Regarding facial recognition software within the Cell Phone Lab.  Q1. Is facial recognition software already deployed at the DOC?  Q2. To avoid potential confusion, would the DOC elaborate on how this software is envisioned to work?	1. The Department's Office of Intelligence is a subscribed user to the Pinellas County Sheriff's Office, Face Analysis Comparison Examination System (FACES). This system is useful but has many gaps in accuracy. The success rate of the FACES program for the Department is less than 10% due to current or recent offender mugshot images not being updated properly, as a result, there are not relevant search criteria to run a query against.  2. The desired software would utilize a nightly data dump of all digital images and identifiable information of Department inmates, probationers, and staff from the Department's mainframe. The software would then utilize facial recognition algorithms to compare the known images with digital images imported from cell phones or other digital mediums to perform a facial comparison between the known and the unknown image. The software would need to be flexible and robust enough to accept data dumps of digital images of known individuals from external law enforcement and public safety agencies as well.

Question Number	Question	Answer
4	<p>Section 3.2.2.13 (p. 14). “Geo-fencing” is a fairly broad term in our industry, and generally means different things to different people.</p> <p>Q1. Is “geo-fencing” already deployed at the DOC?</p> <p>Q2. Would the DOC elaborate on how this software works today, and is envisioned to work in the future?</p>	<p>1. The Department has conducted tests of geo-fencing in partnership with other law enforcement agencies but has not deployed geo-fencing statewide.</p> <p>2. The desired software would consist of time-based monitoring of specific institutional locations. It would search for peak times, and then peak locations to establish baselines of data accessibility and traffic. The software would digitally collect all the streaming/ wireless data within that area. The data would then be reviewed and determined if the area(s) in question has high concentrations of digital data.</p>
5	<p><b>Section 3.2.7 (p. 14).</b> Managed Access is a multi-faceted solution, and different changes in specifications can mean drastic changes in time of deployment and cost. We would expect the DOC’s evaluation criteria to anchor on at least maintaining what is in place/due to be in place today.</p> <p>Q1. Are the three sites cited in Contract Amendment #9 completed as of this date?</p> <p>Q2. Have any sites been added or deleted from the list in Amendment #9?</p> <p>Q3. What are the RF coverage areas deployed/due to be deployed in those sites? E.g. housing units only, housing + rec yards, all areas within the outside fence perimeter.</p> <p>Q4. What cellular protocols are controlled/due to be controlled in the current deployment(s)? E.g. satellite phones, 802.11x, LTE.</p> <p>Q5. Is there an expectation that the vendor’s solution provide an evolution path to Service Denial, Directional Jamming, or other methods of contraband cell phone control in the future?</p>	<p>While a Managed Access System (MAS) is a value-added service that the Department is interested in considering, there are additional value-added services included in Section 3.2 of the ITN, that the Department is also very interested in considering.</p> <p>1. No. The Managed Access Solutions at Wakulla CI, Wakulla Annex, Wakulla WC, Okeechobee CI, Okeechobee WC, Martin CI, and Martin WC are not operational as of 12/16/2016.</p> <p>2. No, there have been no site changes.</p> <p>3. The coverage area is limited to the housing units.</p> <p>4. The solutions currently use commercially available cellular protocols, E.g. 3G, 4G, and LTE.</p> <p>5. The Department is open to discussing any future enhancements of the offered system that comply with federal and state laws, as part of a value-added service.</p>

Question Number	Question	Answer
6	<p>Section 3.2.7 (p. 14). Managed Access System (MAS) infrastructure.</p> <p>Q1. Will ownership of the wiring infrastructure for the Managed Access Systems (e.g. fiber, conduit, directional antennas, fiber distribution to telecom rooms) being installed at FL DOC sites today revert to the DOC at the end of the current contract, and will any new vendor have unrestricted access to this infrastructure for the new contract?</p> <p>Q2. A detailed inventory of MAS-related infrastructure is simply not possible during site visits, since much is hidden behind walls, on rooftops, etc. Will the DOC please provide at least an overview of the infrastructure in place today – at a minimum, number of antennas and manufacturer by site, fiber manufacturer and type, and intended RF coverage areas?</p>	<p>1. The fiber and conduit for the Managed Access System will be retained by the Department at the end of the current Contract. However, the Department cannot commit to providing unrestricted access to this infrastructure for the new Contract.</p> <p>2. The Managed Access System being deployed at the Wakulla CI, Wakulla Annex, and Wakulla WC sites is manufactured by CellBox. The Managed Access System deployed at Okeechobee CI, Okeechobee WC, Martin CI, and Martin WC is manufactured by Harris. The coverage area is limited to the housing units at these facilities. The exact number of antennas is yet to be determined since the system at each site is still being deployed.</p>
7	<p>Will the Department please outline the fees that are being charged by the current vendor:</p> <ul style="list-style-type: none"> <li>a. Bill Statement Fee</li> <li>b. PrePaid Account Funding Fee via Web</li> <li>c. PrePaid Account Funding Fee via IVR</li> <li>d. PrePaid Account Funding Fee via Live Operator</li> </ul> <p>Fees for Instant Pay Calls</p>	<p>The current Contract does not allow for any of these fees. Please see Section 2.1 of the ITN for a link to the current Contract.</p>
8	<p>There are 2,858 station phones required. How many are to be “all weather” type phones?</p>	<p>Currently, the Department has approximately 50 phones in outside locations requiring them to be “all weather” type phones. The Department reserves the right to decrease or increase this number, as needed.</p>

Question Number	Question	Answer
9	There are 68 cordless phones required. Are these cart phones?	Yes, these are cart phones.
10	Jail Management Integration – Please provide the name and contact information for the current JMS Vendor.	Currently, the Department does not utilize a commercial Jail Management System. The Department utilizes the Offender Based Information System (OBIS), which is a custom mainframe-based system maintained by the Department.
11	Requirement 5.4.1 of the RFP states, "...it is vital that small, minority, women, and service-disabled veteran business enterprises participate in the state's procurement process as both Vendors and subcontractors in this solicitation." Does the Department have a set goal for participation by these enterprises; or, what weighted score will be given to vendor's proposing to use these enterprises?	The Department does not have a set goal for participation by these enterprises, or provide a weighted score to Vendors proposing to use these enterprises. The Department also encourages the use of these businesses as subcontractors.
12	Page 34 of the original RFP: There appears to be no requirement number SF-053. Can the state confirm this is correct?	The numbering for the requirements in Section 3.6.4 have been revised. Please see Change No. 1 of this Addendum.
13	Page 48 of the original RFP: There appears to be no PM-SES-01. Can the state confirm this is correct?	The Department has defined seven Performance Measures (PM). The first PM is listed in Section 3.6.2, Program Management Requirements (PGM) Service Area, PM-PGM-01, and the remaining six are listed in Section 3.6.6, System Equipment and Services (SES) Service Area, PM-SES-02, PM-SES-03, PM-SES-04, PM-SES-05, PM-SES-06, and PM-SES-07.

Question Number	Question	Answer
14	Based on the instructions on page 55, for Tab D—Service Area Detail Solution, it is our interpretation that the State is not expecting a point-by-point response to Section 3, but rather a narrative describing our ability to meet the requirements of Section 3.6 based on the criteria a) – h) on page 55. Can the State confirm that this interpretation is correct?	The Department expects a Reply addressing all requirements listed in Section 4.7, Tab D. The format the Vendor uses (i.e. table format, a narrative acknowledging agreement or combination of both) to address the Department’s requirement is at the Vendor’s discretion. However, the Vendor’s Reply should provide the Department a thorough and complete overview of the Vendor’s solution.
15	Page 35 of the original RFP: SF-63. Must the TF number be answered by a live person or is Voice Mail ok? Are there any ramifications if answered via voice mailbox?	Requirement SF-063 has been revised to require that the toll-free number is answered by a live person. See Change No. 1 of this Addendum.
16	Page 41 of the original RFP: OS-17. This requirement assumes that inmate telephone service (ITS) providers bill for collect calls that are processed by the Florida Relay Service provider. The connection from the inmate to the Relay Service operator (via a toll free 800 number) is provided at no cost to the inmate or the friend or family member. After the no cost connection is made between the inmate and Relay Service provider, the Relay Service provider sends out the billable record for the cost of the collect call. We respectfully request this provision be removed due to the fact, 1) ITS vendors do not charge end users for Relay Service calls, and, 2) Florida Relay designates a preferred long distance “Carrier of Choice”, whereby each Carrier may charge unique rates.	The Department will remove the requirement OS-17 from Section 3.6.5 the ITN. Please see Change No. 3 of this Addendum.
17	Page 41 of the original RFP: OS-19. FDC utilizes live operators for PREA Victim Advocacy Centers and Florida Relay Service (e.g. non impaired inmate calling hearing impaired TTY user). Can this provision be revised to include additional exceptions?	The Department has revised requirement OS-019 to include calls processed through the Florida Relay Service and calls processed through PREA Victim Advocacy Centers. Please see Change No. 3 of this Addendum where the requirement is now OS-018.



Question Number	Question	Answer
18	Page 51 of the original RFP: Reply Bond is the same as a Bid Bond ensuring financial viability as a responding Vendor only to be applied during the bidding process? Alternatively, section 5.31 on Page 76 of the original RFP "Performance Guarantee" represents on-going and annual guarantees via bond, cashier check or money order throughout the life of the contract, correct?	This is correct.
19	Due to the ITN schedule overlapping major holiday periods during Thanksgiving, Christmas and New Year, we respectfully request consideration for a 2-4 week extension in the initial delivery schedule of January 10, 2017.	Please see Addendum 001 to this ITN.
20	Please confirm the rates for each call type and call band as they exist today – Collect and Prepaid – Local, Intra, etc. What is the cost for a local call and what is considered a local call?	As of 12/16/2016 the cost of a local call is \$.04 cents per minute and the cost for inter-lata, intra-lata, and interstate calls is \$.14 cents per minute. The Federal Communication Commission (FCC) defines what constitutes a local call. For additional information, please visit the following website: <a href="https://www.fcc.gov/consumers/guides/local-local-toll-and-long-distance-calling">https://www.fcc.gov/consumers/guides/local-local-toll-and-long-distance-calling</a> .
21	Page 9 of the ITN provides calls, revenue and minutes for FY 2015-2016 with the footnote that the data is through July 2016. The volumes appear to be for only a few months and not for the full fiscal year 7/1/15 – 6/30/16. Would the state please provide the call data by month for the last 12 months, to include July – September 2016?	The call data, by month, for the last 12 months (December 2015 through November 2016) is provided as a part of this Addendum. Please see Change No. 4.
22	Rates – the pricing attachment references maximum rate of \$0.13, but OS-12 states that the price cannot exceed the maximum rate set by FCC. The current maximum rate only applies to interstate service and is \$0.21 and \$0.25, the interim rate caps, until the DC Circuit rules. Can Vendors ignore the \$0.13 because it's inconsistent with OS-12?	No. The Vendor's Reply shall comply with Attachment III, Price Information Sheet, which states that the per minute telephone rates for family and friends shall not exceed \$0.13 cents per minute and be inclusive of any other fees, including surcharges and connection fees.

Question Number	Question	Answer
23	Given the trend to simplified call rates for inmate families, we have a question related to the price information sheet. For the Price Per Minute in Attachment III, is the state looking for a single blended price per minute for all call bands and all call types? This would mean one price per minute whether the call is Local, Intralata, Interlata/Intrastate, Interstate, Collect or Prepaid. This would mean a single price per minute for the initial minute and all additional minutes with no surcharge or connect fee.	Yes. The Department is requesting a blended per minute telephone rate for all call types.
24	If a new vendor is awarded this contract, is it the State's intent to have the services implemented prior to the expiration of the incumbent Vendor's contract on 9/24/17?	Please refer to Section 2.5, Facility Implementation Plan and Transition of Service, for requirements relating to the transition and implementation of services for the successful Vendor.
25	Would the State provide guidance on how the value added services will be considered in the evaluation of the proposals?	Please refer to Section 4.8,A,2.(c), which specifies how the Department will evaluate value-added services offered by Vendors, and Change No. 5 of this Addendum.
26	During the site walk through meetings it was mentioned that FDC is working on a Video Visitation solution and would be using a contract from the state of Arizona. What contract for Video Visitation is FDC referring too?	This is not relevant to the services being sought in this ITN.
27	Section 2.1 states that "The Department does not currently allow inmate debit calling." Would the state explain the reasoning behind excluding debit calling and if the State has considered allowing debit calling in the future?	Due to security concerns, the Department is not currently allowing inmate debit calling and does not anticipate future use.
28	Section 2.2 states that, "The Department intends to award the resultant Contract to a single Vendor, Statewide." Would the State confirm the intent to award a single contract to a single vendor for all products and services contained in the final negotiated contract?	Yes. At the conclusion of the negotiation phase, the Department intends to contract with a single Vendor, statewide, to provide all products and services, as a result of this ITN.

Question Number	Question	Answer
29	2.41 "Establish a flexible contract, with transparency of service costs and better alignment of costs with services". What aspects of the current contract need improved transparency of service costs and what aspects of the current contract's cost need better alignment with services which led to this requirement being included in the 2016 ITN?	The Department did not indicate issues with the current Contract; however, this is a goal of all Department contracts to enhance transparency and align services and costs.
30	For item 3.2.1 on page 13, is the state referring to the CEIA MSD or a different product? Are the units that are deployed today the property of the State or are they owned by the incumbent inmate telephone Vendor? Would the State provide the number of CEIA and equivalent devices that are deployed today and in use? What is the current training process and has FDC been trained in the units?	Per section 3.2.1, the Department identified the CEIA handheld cell phone detection units or equivalent. The units deployed today are the property of the Department. Currently, the Department has 116 CEIA units deployed throughout the State. All units are operational and in use. The Department has been trained by our current Contractor on how to operate these units.
31	Would the state elaborate on item 3.2.6 on page 13 for "Vendor-provided call monitoring"? Is the State looking for a specific number of calls to be monitored each month or a certain number of minutes? Is there a different metric the State will use to measure "vendor-provided call monitoring"?	The Department has not identified a specific number of calls or minutes to be monitored. At this time, the Department has not established a metric to measure Vendor-provided call monitoring. The Department would discuss this option further, including any associated metrics, in negotiations, if a Vendor included this service in their Reply and moved forward to the negotiations phase.
32	Would the state elaborate on item 3.2.7 on page 13 for a Managed Access System? We understand that the incumbent inmate telephone vendor signed an amendment to provide three managed access sites. Are those three sites fully operational and has the State signed off on those deployments? If so, what is/are the current system or systems being used? CellBox or Harris? For the purpose of this proposal, if a vendor were to offer a statewide MAS solution, would those facilities be included? Will the experience of the vendor in providing the proposed solution be part of the evaluation criteria? Must the vendor submit customer references for the specific solution that they intend to propose?	As of 12/16/2016, the Managed Access System deployed at Wakulla CI, Wakulla Annex, Wakulla WC, Okeechobee CI, Okeechobee WC, Martin CI, and Martin WC are not operational; therefore, the Department has not signed off on these deployments as being complete. The Managed Access system being deployed at Wakulla CI, Wakulla Annex, and Wakulla WC is manufactured by CellBox. The Managed Access Solutions for the other sites is manufactured by Harris. If the Vendor offered a statewide MAS solution, the above mentioned sites would be included. The Department would discuss this option further, including prior experience with any proposed value-added services, in negotiations, if a Vendor included this service in their Reply and moved forward to the negotiations phase.

Question Number	Question	Answer
33	3.6.6.1 Has the current provider been assessed any financial consequences for not performing to these standards which led to this requirement being included in the 2016 ITN?	No, they have not.
34	Requirement 3.6.4, SF-02, speaks to “preventing unauthorized individuals from accessing any information held by the Vendor”. There have been some very high profile data breaches over the last 24 months where agency data was exposed to the public. Does the State require vendors to divulge any known instances of customer data being released to the public within the last 24 months?	While data security is very important to the Department, as evidenced by the referenced requirement in the ITN, the Department is not requiring Vendors to provide information on data releases within the last 24 months.
35	3.6.4 – SF-027 – “The Vendor shall ensure the inmate telephone system will only initiate calls in a “collect call” mode (prepaid or normal collect calls) to land and cellular lines with Billing Number Addresses (BNA) for all inmate telephone calls.” Would the State please clarify if the intent is that only calls in which vendor has BNA, billing name and address, can be connected and if a Billing Number Address is not available then calls should not be connected?	Correct, per section 3.6.4, SF-027, it is the responsibility of the Vendor to make the determination, based on BNA information provided, as whether or not the telephone provider of the family and friends meets the criteria of the Contract before approving their ability to accept calls from an inmate.
36	4.8 Please provide specific evaluation points by requirement in addition to the broader category of points.	Please refer to Section 4.9, A, which provides the table of Technical Evaluation sections with available points per requirement.
37	4.9 Are evaluation scores are tabbed individually or done as a group?	The evaluation team members will individually and independently review each Reply and evaluate the Replies, in accordance with Section 4.9 of the ITN.

Question Number	Question	Answer
38	OS-024 – “The Vendor shall ensure Caller ID is not available for any call placed through the inmate telecommunication service, and the called party has no other means of identifying the number from which a call is placed.” Would the State desire an 800 number or other Caller ID indicator that would represent the vendors support center or primary data center number?	At this time, the Department is not interested in this option.
39	The calculation of the Cost Reply Score on page 58, seems to indicate that the Technical Evaluation Score is a component of the Cost Reply Score. Would the State please confirm that this calculation is correct? If yes, does this mean that the price per minute is worth less than 33% of the Reply Evaluation (250/750)?	Yes, the Technical Score is part of the mathematical formula used to calculate the Cost Reply Score. The Grand Total cost comprises 1/3 of the total available points.
40	<p>Will FDC allow vendors who are invited for negotiations to conduct Managed Access site surveys prior to negotiations to determine site parameters associated with Managed Access Systems?</p> <p>It would be ideal to preform site surveys prior to when replies are due but understand there is not a lot of time between when the answers to questions are posted and due date.</p> <p>Vendors may need to utilize a variety of equipment to preform Managed Access site surveys and the vendor can supply equipment lists prior to surveys.</p>	No, Vendors invited to negotiations will not be authorized to conduct Managed Access site surveys prior to the negotiations. However, if the successful Vendor’s offer has a Managed Access System component, the successful Vendor will be allowed the opportunity to perform site visits during the implementation of this value-added service.

**ADDENDUM #004**

**Solicitation Number:** FDC ITN-17-122

**Solicitation Title:** Inmate Telecommunications Services

**Opening Date/Time:** **To Be Determined (TBD)** ~~February 7, 2017 at 2:00 p.m. (Eastern Time)~~

**Addendum Number:** 004

**Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.**

**Please be advised that the changes below are applicable to the original specifications of the above referenced solicitation.** Added or new language to the ITN is highlighted in **yellow**, while deleted language has been struck.

This Addendum includes the following revisions:

**Change No. 1**

A change to the Timeline.

**REVISED  
TIMELINE  
FDC ITN-17-122**

<b>EVENT</b>	<b>DUE DATE</b>	<b>LOCATION</b>
Release of ITN	November 2, 2016	Vendor Bid System (VBS): <a href="http://vbs.dms.state.fl.us/vbs/main_menu">http://vbs.dms.state.fl.us/vbs/main_menu</a>
<b>Non-Mandatory</b> Pre-Bid Conference and Site Visits	November 14-16, 2016	See Section 4.16 for a complete listing of these <b><u>non-mandatory</u></b> site visits.
Questions Due	November 29, 2016 Prior to 5:00 p.m., Eastern Time	Submit to: Florida Department of Corrections Bureau of Procurement Email: <a href="mailto:purchasing@fdc.myflorida.com">purchasing@fdc.myflorida.com</a> (reference solicitation number in subject line)
Anticipated Posting of Answers to Submitted Questions	January 17, 2017	Vendor Bid System (VBS): <a href="http://vbs.dms.state.fl.us/vbs/main_menu">http://vbs.dms.state.fl.us/vbs/main_menu</a>
Sealed Replies Due and Opened	<b>TBD</b> <del>February 7, 2017</del> at 2:00 p.m., Eastern Time	Florida Department of Corrections Bureau of Procurement 501 South Calhoun Street Tallahassee, Florida 32399
Evaluation Team Meeting	<b>TBD</b> <del>February 14, 2017</del>	Florida Department of Corrections Bureau of Procurement 501 South Calhoun Street Tallahassee, Florida 32399

<p>Anticipated Negotiations</p>	<p><b>TBD</b>  <del>March - April, 2017</del></p>	<p>Florida Department of Corrections  Bureau of Procurement  501 South Calhoun Street  Tallahassee, Florida 32399</p>
<p>Anticipated Posting of Intent to Award</p>	<p><b>TBD</b>  <del>May, 2017</del></p>	<p>Vendor Bid System (VBS):  <a href="http://vbs.dms.state.fl.us/vbs/main_menu">http://vbs.dms.state.fl.us/vbs/main_menu</a></p>

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**ADDENDUM #005**

**Solicitation Number:** FDC ITN-17-122

**Solicitation Title:** Inmate Telecommunications Services

**Opening Date/Time:** **May 18, 2017 at 2:00 p.m., Eastern Time** ~~To Be Determined (TBD)~~

**Addendum Number:** 005

Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

Please be advised that the changes below are applicable to the most recent version of the above referenced solicitation, including any prior addendums. Added or new language to the ITN is highlighted in yellow, while deleted language has been struck.

This Addendum includes the following revisions:

**Change No. 1:** A change to the Timeline.

**REVISED  
TIMELINE  
FDC ITN-17-122**

<b>EVENT</b>	<b>DUE DATE</b>	<b>LOCATION</b>
Release of ITN	November 2, 2016	Vendor Bid System (VBS): <a href="http://vbs.dms.state.fl.us/vbs/main_menu">http://vbs.dms.state.fl.us/vbs/main_menu</a>
<b>Non-Mandatory</b> Pre-Bid Conference and Site Visits	November 14-16, 2016	See Section 4.16 for a complete listing of these <b><u>non-mandatory</u></b> site visits.
Questions Due	November 29, 2016 Prior to 5:00 p.m., Eastern Time	Submit to: Florida Department of Corrections Bureau of Procurement Email: <a href="mailto:purchasing@fdc.myflorida.com">purchasing@fdc.myflorida.com</a> (reference solicitation number in subject line)
Anticipated Posting of Answers to Submitted Questions	January 17, 2017	Vendor Bid System (VBS): <a href="http://vbs.dms.state.fl.us/vbs/main_menu">http://vbs.dms.state.fl.us/vbs/main_menu</a>
<b>2<sup>nd</sup> Round of Non- Mandatory Pre-Bid Conferences/ Site Visits</b>	<b>March, 2017 TBD</b>	<b>See Section 4.16 for a complete listing of these non-mandatory site visits.</b>
<b>2<sup>nd</sup> Round of Questions Due</b>	<b>March 30, 2017 Prior to 5:00 p.m., Eastern Time TBD</b>	<b>Submit to: Florida Department of Corrections Bureau of Procurement Email: <a href="mailto:purchasing@fdc.myflorida.com">purchasing@fdc.myflorida.com</a> (reference solicitation number in subject line)</b>



Anticipated Posting of 2 <sup>nd</sup> Round of Answers to Submitted Questions	April 24, 2017 TBD	Vendor Bid System (VBS): <a href="http://vbs.dms.state.fl.us/vbs/main_menu">http://vbs.dms.state.fl.us/vbs/main_menu</a>
Sealed Replies Due and Opened	May 18, 2017 2:00 p.m., Eastern Time TBD	Florida Department of Corrections Bureau of Procurement 501 South Calhoun Street Tallahassee, Florida 32399
Evaluation Team Meeting	June 1, 2017 2:00 p.m., Eastern Time TBD	Florida Department of Corrections Bureau of Procurement 501 South Calhoun Street Tallahassee, Florida 32399
Anticipated Negotiations	June-August, 2017 TBD	Florida Department of Corrections Bureau of Procurement 501 South Calhoun Street Tallahassee, Florida 32399
Anticipated Posting of Intent to Award	September, 2017 TBD	Vendor Bid System (VBS): <a href="http://vbs.dms.state.fl.us/vbs/main_menu">http://vbs.dms.state.fl.us/vbs/main_menu</a>

**Change No. 2:** Addition to SECTION 1 – DEFINITIONS.

**Managed Access System:** A Managed Access System (MAS) is a system, typically made up of a distributed antenna system, networked via fiber optic cable, and capable of customizable coverage areas, that allows correctional institutions to intercept contraband cell phones, preventing inmates from making or receiving unauthorized calls, while simultaneously permitting approved phones for authorized users.

**Change No. 3:** Revisions to Section 3.2, Value-Added Services.

### 3.2 Value-Added Services

As a part of this revenue generating Contract, the Department is interested in obtaining value-added services in lieu of commissions. The Department requests that Vendors provide with their Reply, a detailed description of all value-added services the Vendor is offering the Department. These services would be in addition to those services that meet the minimum service requirements and specifications of this ITN, at no cost to the Department, for the duration of the Contract term and any subsequent renewals. The Department is especially interested in ~~the following value-added services; however,~~ reviewing Vendor proposed value-added services or technology to aid in the prevention and detection of cellular devices, peripheral hardware and hazardous contraband at entry points and within the secure perimeter of our correctional institutions. Vendors are encouraged to provide additional or alternate value-added services, beyond what is included in this Section. While value-added services are considered in the evaluation (see Section 4.9 of this ITN), Vendors are not required to propose a particular value-added service or group of services to be considered.

**Change No. 4:** Revisions to Section 3.2.7 to provide expanded information on a Managed Access System.

**3.2.7** A Managed Access System (MAS), in an effort to control and eliminate wireless communications within our institutions. Vendors are encouraged to include a ~~single facility, multi-facility or statewide~~ solution that will prevent unwanted or unauthorized access to commercial wireless networks while simultaneously enabling legitimate, mission-critical, or emergency connections. ~~Any Managed~~

Access Solution being proposed by the Vendor shall be inclusive of all equipment, installation, infrastructure and network, training, operation, and ongoing repairs and maintenance. Vendors are not required to provide a MAS as part of their solution; however, if a Vendor chooses to include a MAS in their Reply, the Department is interested in the MAS meeting the below minimum requirements.

### **3.2.7.1 Locations**

The Department is interested in continuing to have a MAS at the three (3) current institutions, made up of seven (7) current facilities, as well as expanding to additional sites, as identified by the Department and the Vendor. The seven current sites are Wakulla Correctional Institution (CI), Wakulla CI Annex, Wakulla CI Work Camp, Martin CI, Martin CI Work Camp, Okeechobee CI, and Okeechobee CI Work Camp.

### **3.2.7.2 Implementation**

**3.2.7.2.1** The current Managed Access System installation is limited to inmate housing units. The Department may also identify other areas within current sites for expanding Managed Access System installation.

**3.2.7.2.2** The Vendor should designate one (1) employee to serve as the Vendor's Project Manager and main point of contact for the Department's Project Manager. The designated employee should be a Project Management Institute certified Project Management Professional and a copy of their current Project Management Professional certificate is required with the submitted Managed Access System response.

**3.2.7.2.3** The Vendor should provide a sample installation project plan and timeline for each identified target facility included in the Vendor's Reply. The awarded Vendor would provide a final installation project plan and timeline at the time of Contract execution, if this service is included in the Vendor's final offer.

### **3.2.7.3 System Requirements**

Any MAS proposed should be capable of meeting the below minimum requirements:

**3.2.7.3.1** Automatically scanning and identifying all carrier networks and all commercially deployed wireless networks in the 850, 1700 and 1900 spectrum for CDMA, GSM, UMTS, AWS, and LTE cellular protocols and any new technology deployed by commercial carriers within six (6) months of commercial availability, at no cost to the Department.

**3.2.7.3.2** Obtaining consent letters from the carriers and Special Temporary Authorization from the Federal Communications Commission to implement and activate the MAS at Department institutions.

**3.2.7.3.3** The ability for Department institutions to maintain a list of authorized cellular devices allowed to operate normally within MAS-installed areas and be allowed to connect to their service carrier.

**3.2.7.3.4** Prohibit all unauthorized cellular devices from connecting to their carriers.

**3.2.7.3.5** The capability of allowing, terminating or routing E911 calls from unauthorized devices.

**3.2.7.3.6** Ability to capture and log data relating to detected device hardware and Subscriber Identifier Module (SIM) cards. The Department is interested in the following data, at a minimum, for each detected device:

- Device IMSI number;
- Device IMEI number;
- Device technology in use;
- Timestamp indicating when the device was last detected; and
- Number of times each device has been detected.

**3.2.7.3.7** If available, via the MAS, the Vendor should provide the location where the device is detected by facility code, building identifier and antenna identifier.

**3.2.7.3.8** Able to recognize and log when a SIM card has been transferred to a new device.

**3.2.7.3.9** Be monitored 24 hours a day, 7 days a week, 365 days a year, by the awarded Vendor.

#### **3.2.7.4 Vendor Responsibilities**

If MAS is proposed in their Reply, the awarded Vendor would be responsible for all of the following:

- Performing site surveys of Department identified target areas
- Conducting RF scans
- Reviewing Department-provided as-built drawings and/or blueprints for selected Department facilities (if available)
- Providing system design schematics to the Department for review and approval prior to installation
  - System design schematics should identify all system, structural and utility requirements and requests
- Providing system installation hardware and software

**3.2.7.4.1** Obtaining Level II background check clearance for all Vendor staff taking part in any onsite MAS installation and/or testing activity, in accordance with PGM-04 of this ITN.

**3.2.7.4.2** If the Vendor will be subcontracting any part of the installation, all subcontractors must be approved by the Department and subcontractor employees must receive Level II background check clearance in advance of any work being performed by the subcontractor, in accordance with Section 5.5 of this ITN.

#### **3.2.7.5 Department Responsibilities**

The Department would be responsible for all of the following for any MAS included in an awarded Vendor's Reply:

**3.2.7.5.1** Providing as-built drawings and/or blueprints for identified target facilities (if available).

**3.2.7.5.2** Providing secure and escorted access to the target facilities during site visit, installation, and maintenance activities. This provision also applies to any approved Vendor subcontractors.

**3.2.7.5.3** Designating a Project Manager to work with the Vendor's Project Manager during implementation.

**3.2.7.5.4** Providing a secured space to serve as the Vendor's server room with access to the facility's emergency backup generator.

**3.2.7.5.5** Providing access to the facility's fiber backbone. Any additional fiber required for MAS installation or system expansion would be installed by the Vendor, at no additional cost to the Department.

**3.2.7.5.6** Providing access to existing conduit and fiber runs available for Managed Access System use.

### **3.2.7.6 System Maintenance**

Any MAS proposed by the Vendor will be inclusive of all equipment, installation, infrastructure and network, training, operation, ongoing repairs and maintenance. Maintenance should include regular testing for system performance and effectiveness, carrier channel changes, preventative routine maintenance (at a minimum, bi-annually) and emergency maintenance.

### **3.2.7.7 Reporting**

The Vendor should provide the following reporting and intelligence requirements:

**3.2.7.7.1** Include a web-based user interface or dashboard for the Department to use to run intelligence and ad hoc reports.

**3.2.7.7.2** The Vendor should include a copy of all intelligence reports available via the web-based user interface/dashboard with their Reply.

**3.2.7.7.3** The Vendor should describe any ad hoc reports which can be generated via the web-based user interface/dashboard, including sorting options, with their Reply.

**3.2.7.7.4** Technical assistance with reports and Vendor-provided ad hoc reports should be provided by the Vendor to the Department, at no additional cost.

### **3.2.7.8 Support**

If proposing a MAS system, the Vendor should provide technical helpdesk support via a web-based user interface and a toll-free telephone number with a trouble ticket tracking system.

**Change No. 5:** Revisions to Section 4.8(C) to correct a minor mathematical error.

## **A. COST REPLY EVALUATION SCORE (0 – 250 Points)**

A total of 250 points may be awarded to a Vendor's Cost Reply. The following formula will be applied to a Vendor's Cost Reply to determine the Cost Reply Score:

**$$\frac{\text{Reply with Highest Cost Points} \times \text{Respondent Cost Points}}{\text{Reply with Highest Cost Points}} \times \frac{\text{Respondent Technical Evaluation Score}}{\text{Max Technical Evaluation Score}} \times \text{Max Cost Reply Points} = \text{Cost Reply Score}$$**

**Reply with Highest Cost Points:** Vendor submitting the lowest cost will receive the maximum number of points.

Maximum Price Points:

Initial Term	150 points
Renewal Term	100 points
TOTAL	250 points

**Vendor Cost Points:** Cost points assigned based on the above weight, for a specific Vendor as reflected in **Attachment III, Price Information Sheet** of its Reply. Cost Points will be determined using the below formula:

The Vendor submitting the lowest initial term pricing, will be awarded 150 points. All others Replies will receive points according to the following formula:

$$\frac{N}{(X)} \times 150 = Z$$

Where: N = lowest per minute rate received by any Vendor for the initial term  
X = actual per minute rate received by Vendor  
Z = awarded points

The Vendor submitting the lowest renewal term, will be awarded 100 points. All others Replies will receive points according to the following formula:

$$\frac{N}{(X)} \times 100 = Z$$

Where: N = lowest per minute rate received by any Vendor for the renewal term  
X = actual per minute rate received by Vendor  
Z = awarded points

**Vendor Technical Evaluation Score:** Evaluation points awarded to the Vendor's Technical Reply

**Max Technical Evaluation Score:** Maximum points available for the Technical Reply (500 points)

**Max Cost Reply Points:** Maximum points available for the Vendor's Cost Reply (250 points)  
**Cost Reply Score:** Evaluation points awarded to the Vendor's Cost Reply

**Change No. 6:** Revisions to Section 4.9.

The Final Evaluation Scores for all Vendors will be used to rank the Replies (Reply with the highest score = 1, the second highest = 2, etc.). The ranking for each Reply will be used to establish a competitive range to determine which Vendors may be invited to participate in negotiations. The Department intends to first negotiate with the ~~two~~ **three** most highly ranked Vendors, but the Department reserves the right to negotiate more or less, or to reject all Replies.

**Change No. 7:** Revisions to Section 4.16 to add additional site visits.

<b>Institution</b>	<b>Address</b>	<b>Date</b>	<b>Time</b>
Wakulla CI (Administration Building)	110 Melaleuca Drive Crawfordville, FL 32327-4963	<b>November 14, 2016</b>	11:00 a.m., Eastern Time
Central Florida Reception Center – Main	7000 H.C. Kelley Road Orlando, FL 32831-2518	<b>November 15, 2016</b>	2:00 p.m., Eastern Time
Suwannee CI	5964 U.S. Highway 90 Live Oak, FL 32060	<b>November 16, 2016</b>	2:00 p.m., Eastern Time
<b>Wakulla CI</b>	<b>110 Melaleuca Drive Crawfordville, FL 32327-4963</b>	<b>March 7, 2017</b>	<b>2:00 p.m., Eastern Time</b>
<b>Okeechobee CI</b>	<b>3420 N. E. 168<sup>th</sup> Street Okeechobee, FL 34972</b>	<b>March 14, 2017</b>	<b>2:00 p.m., Eastern Time</b>
<b>Martin CI</b>	<b>1150 S.W. Allapattah Road Indiantown, FL 34956</b>	<b>March 15, 2017</b>	<b>9:00 a.m., Eastern Time</b>

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