

IN THE CIRCUIT COURT FOR LEON COUNTY, FLORIDA

SECURUS TECHNOLOGIES, INC.,
and BRYAN E. CARRELL,

Plaintiffs,

vs.

Case No. _____

FLORIDA DEPARTMENT OF CORRECTIONS
and MARK INCH, in his official capacity as
Secretary of the Florida Department of
Corrections,

Defendant.

_____ /

**COMPLAINT FOR WRIT OF *QUO WARRANTO*,
DECLARATORY RELIEF, AND INJUNCTIVE RELIEF**

Introduction

Under the leadership of former Governor Rick Scott and its former Secretary Julie Jones, the Florida Department of Corrections improperly subverted its inmate-telephone-contract procurement—which had a published goal of reducing recidivism rates by lowering inmate phone-call charges to promote inmate contact with family and friends—so the Department could obtain a panoply of goods and services that have nothing to do with inmate telephone services. In its attempt to fulfill its wish list of goodies—which the Florida Legislature has chosen not to authorize the expenditure of public funds to obtain—the Department violated the Florida Constitution.

Not only has the Department ignored the Florida Constitution in exercising budgeting and appropriation powers granted solely to the legislative branch, but the Department has done so on the backs of some of Florida's most vulnerable citizens: the State's inmates and their families. Despite the Department's published goal of decreasing call rates, under the Department's newly procured inmate telephone contract, these Florida citizens will endure a \$3.5 million-per-year

increase in the cost to receive telephone calls so the Department can obtain certain goods and services unrelated to inmate telephone services. Rather than have vendors compete on rates, the Department set the rate and fees that would be charged so that the Department could purchase non-telephone-related items such as a biometric entry/exit system at Department correctional facilities; walkie-talkies, known as “yard radios,” for more than three dozen facilities; and a statewide, real-time, hard-asset location system.

But only the Florida Legislature has authority to determine and prioritize which goods and services the Department should acquire and to appropriate public funds from Florida’s General Revenue Fund accordingly. To make matters worse, recognizing that the Department had infringed on the constitutional doctrine of separation of powers, the Department’s prior leadership rescheduled the January approval and award of this contract to December—that is, to the waning days of the Rick Scott administration, literally as the administration was walking out the door.

The Department has operated beyond its constitutional authority by pursuing recurring, multi-million-dollar policies without legislative authorization. If left undisturbed, the Department’s rushed-through contract award will divert over \$150 million from the General Revenue Fund to the Department over the next 10 years.

The Department’s diversion of proceeds to fund its desired wish list is an unconstitutional infringement on the legislature’s exclusive authority. The Department and its Secretary have violated their constitutional authority by engaging in this exclusively legislative function. Therefore, pursuant to Florida Rule of Civil Procedure 1.630, Plaintiffs Securus Technologies, Inc., and Bryan E. Carrell petition this Court to issue a writ of *quo warranto* to the Secretary of the Florida Department of Corrections. The writ should require the Department Secretary to prove by what authority he may negotiate and execute the inmate telephone contract discussed below.

Securus and Carrell also seek declaratory relief against both the Department and its Secretary ordering that the Department violated article III, section 2 of the Florida Constitution and injunctive relief against both the Department and its Secretary prohibiting the Department from executing any contract for inmate telephone services pursuant to the competitive solicitation for this contract.

Parties

1. Plaintiff Securus Technologies, Inc., is a Delaware corporation authorized to transact business in Florida. Its business address is 4000 International Parkway, Carrollton, Texas 75007. For purposes of this proceeding, Securus's address is that of undersigned counsel in Tallahassee, Florida.

2. Securus—one of the largest providers of inmate telephone services in the United States—is the Department's incumbent inmate-telephone-services contractor. Securus has been providing high-quality services to the Department for over 10 years. The existing Securus contract has been renewed by the Department through March 24, 2019. Securus is a responsible and responsive vendor that submitted a bid in response to the Department's competitive solicitation to procure a new contract, titled *Invitation to Negotiate for Inmate Telecommunications Services*, FDC ITN-17-122 (the ITN).

3. Securus is also the petitioner in an administrative protest regarding the ITN pending at the Division of Administrative Hearings.¹ The Department is the respondent in that proceeding.

4. Plaintiff Bryan E. Carrell is a Florida citizen residing at 2208 Gates Drive, Tallahassee, Florida 32312. For purposes of this proceeding, Carrell's address is that of undersigned counsel in Tallahassee, Florida. Carrell is a Senior Territory Manager for Securus

¹ In *Securus Technologies, Inc. v. State of Fla., Dep't of Corr.*, DOAH Case No. 19-126BID, Securus challenges the Department's intended contract award to Global Tel*Link Corporation.

whose territory includes the Florida Department of Corrections and whose work duties include contracted work for the Florida Department of Corrections.

5. As the incumbent provider of inmate telephone services, a vendor that submitted a bid in response to the ITN, and a Florida taxpayer, Securus has standing to pursue this action.

6. As a Florida taxpayer and a Securus Senior Territory Manager whose territory includes the Florida Department of Corrections; whose work duties includes contracted work for the Florida Department of Corrections; and whose employer submitted a responsive, responsible bid in response to the Department's competitive solicitation for inmate telephone services, Carrell has standing to pursue this action.

7. Defendant Florida Department of Corrections is an executive-branch agency of the State of Florida, with its principal address at 501 South Calhoun Street, Tallahassee, Florida 32399-2500. The Department is tasked by the Florida Legislature with protecting the public through the incarceration and supervision of offenders; rehabilitating offenders through the application of work, programs, and services; and focusing its attention on the removal of barriers that could prevent an inmate's successful return to society.

8. Defendant Mark Inch is the current Secretary of the Florida Department of Corrections and presently serves as the agency's administrative head. Julie Jones was the Department Secretary throughout the course of the procurement, including negotiations and posting of the notice of intent to award. The Department Secretary is responsible for ensuring "that the programs and services of the department are administered in accordance with state and federal laws, rules, and regulations, with established program standards, and consistent with legislative intent." § 20.315(3), Fla. Stat. (2018).

9. In addition, "[t]he secretary shall identify the need for and *recommend funding for*

the secure and efficient operation of the state correctional system.” *Id.* (emphasis added). Likewise, the Secretary is required to “[d]irect appropriate department staff to submit in the annual legislative budget request a prioritized summary of critical safety and security deficiencies and repair and renovation security needs.” § 944.151(11), Fla. Stat.

Jurisdiction and Venue

10. This Court has jurisdiction to issue writs of *quo warranto* pursuant to article V, section 5, of the Florida Constitution and Florida Rule of Civil Procedure 1.630. The Court has jurisdiction under section 86.011, Florida Statutes, to render declaratory judgments. The Court has jurisdiction under section 26.012(3), Florida Statutes, to issue injunctions.

11. Venue is proper in Leon County, Florida, pursuant to section 47.011, Florida Statutes, as the operative facts and circumstances necessitating this complaint occurred in Leon County. Also, the Department Secretary and the Department are located or headquartered in Leon County at 501 South Calhoun Street, Tallahassee, Florida 32399, so the home-venue privilege dictates that venue should be in Leon County.

12. The term *quo warranto* “means ‘by what authority,’ and the writ is the proper means for inquiring into whether a particular individual has improperly exercised a power or right derived from the State.” *Whiley v. Scott*, 79 So. 3d 702, 707 (Fla. 2011). *Quo warranto* proceedings are subject to broad standing requirements, allowing members of the public as citizens and taxpayers to seek the extraordinary writ. *See, e.g., Chiles v. Phelps*, 714 So. 2d 453,456 (Fla. 1998).

13. *Quo warranto* is available to challenge the right of a public officer to take a particular action in an official capacity. *Richard Corcoran, in his Official Capacity as Speaker for the Fla. House of Representatives v. Tom Delacenserie, in his Official Capacity as Secretary of the Fla. Dep’t of the Lottery*, 2017-CA-365 (Fla. 2d Cir. Ct. 2017).

14. This action is appropriate in this Court because, “[a]s a general rule, unless there is a compelling reason for invoking the original jurisdiction of a higher court, a *quo warranto* proceeding should be commenced in circuit court.” *Whiley*, 79 So. 3d at 707. Further, this action is appropriately filed here because there may be a need for determinations of fact. *Cf. Moreau v. Lewis*, 648 So. 2d 124, 126 n.4 (Fla. 1995).

The Department of Corrections’ Procurement of Value-Added Services

15. The Department’s inmate telephone contract is a competitively procured, no-cost contract, meaning the Department will not expend any State funds to obtain the services. Instead, the awarded vendor will provide telephone services to inmates in exchange for a per-minute fee and account funding fee paid by the inmates’ family and friends.

16. On or about November 2, 2016, the Department issued the ITN, seeking competitive, sealed replies from qualified vendors to provide the State’s inmate telephone services. After issuing the ITN, the Department issued 17 addenda. (Copies of the ITN and addenda are attached as composite Exhibit A).

17. Under the ITN and the invitation-to-negotiate procurement process for state agencies (set forth in chapter 287, Florida Statutes), interested vendors would submit technical replies and cost replies to the ITN. A Department evaluation team would then assess and score replies and identify one or more vendors with which to negotiate to receive the best value. Finally, after negotiations were conducted, the Department would award the inmate telephone contract to the vendor the Department determined would provide the best value to the State.

18. The Department has historically made inmate telephone services available within its institutions. Such services include “the provision of telephone equipment for inmate phone calls and coin-operated telephones for site staff and visitors.” Ex. A § 2.1. The ITN’s published goals included establishing “reasonable and justifiable telephone call rate charges for inmate’s [sic]

families and friends similar to those available to the public at large” and, in turn, “reduc[ing] recidivism through increased family re-unification and re-entry efforts.” Ex. A § 2.4.

19. The ITN contemplates a no-cost contract, meaning the Department will not expend any State funds for inmate telephone services. Instead, the winning vendor will charge inmates’ families and friends a per-minute rate for calls, plus account funding fees.

20. Although the Department’s prior inmate telephone contracts (like many other inmate telephone contracts around the country) required the vendor to remit to the Department a portion of the gross revenue the vendor earned on the contract, the ITN explicitly prohibited the vendors’ remission of commissions.

21. Without having to pay commissions, vendors can provide lower inmate telephone call rates to inmates’ families and friends. Keeping call rates lower promotes inmates’ contact with family and friends, increasing eventual re-unification and re-entry and reducing recidivism.

22. The ITN made clear the Department was not interested in receiving commissions, but instead was interested in establishing the lowest possible call rates and obtaining the most beneficial “value-added services,” which the ITN defined as “[a]dvanced 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.” Ex. A §§ 1.29, 2.7.

23. Section 3.2 of the ITN states,

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.

Ex. A. § 3.2 (emphasis added).

24. Neither the Florida Constitution, the Department's enabling statute, nor other Florida law authorizes the Department or its Secretary to solicit or accept value-added services in lieu of contracted telephone commissions.

25. Within the Department's enabling statute, section 945.215, Florida Statutes, is the exclusive provision expressly governing contracted telephone services. Section 945.215(1)(b) provides, "All proceeds from contracted telephone commissions must be deposited in the General Revenue Fund."

26. Prior to 2003, section 945.215(1)(b), Florida Statutes, directed that all proceeds from contracted telephone commissions be deposited into the Inmate Welfare Trust Fund, "a trust held by the department for the benefit and welfare of inmates incarcerated in correctional facilities operated directly by the department and for visitation and family programs and services in such correctional facilities."

27. The legislature amended this statute in 2003 to direct that all contracted inmate telephone proceeds instead be deposited into the General Revenue Fund.

28. ITN section 3.2 listed the Department's preferred value-added services. These value-added services included the provision and operation of a fully functioning cell-phone forensic laboratory with supporting services and Cellebrite units, a managed-access system to eliminate wireless communications within correctional institutions, facial-recognition software, and various other telephone-related services.

29. In August 2017, Securus timely submitted a reply in response to the ITN. Two other inmate telephone vendors, CenturyLink Communications, Inc., and Global Tel*Link Corp. (GTL), also submitted replies. The replies were evaluated and scored by the Department's evaluation team. Securus was the top-ranked inmate telephone vendor, receiving the most

technical points of any vendor (for offering the best inmate telephone services), the most price points of any vendor (for offering the lowest call rates), and the most total points of any vendor. GTL finished a distant second place.

30. The Department then invited Securus, GTL, and CenturyLink to participate in negotiations.

31. At this point, rather than promote the above-mentioned, published ITN goals and “lower the cost of telecommunication services for inmates [sic] friends and family,” Ex. 3 § 2.4.1, the Department used negotiations to fulfill its wish list of desired goods and services for which the Department has not otherwise obtained approval or funding from the Florida Legislature.

32. At the Department’s first negotiation session with Securus on November 8, 2017, Kasey Faulk, Chief of the Department’s Bureau of Procurement and a member of the Department’s negotiation team for the ITN, informed Securus that the “main focus [of the negotiation process] will be on value-added services.”

33. At the November 8, 2017, session with Securus, Faulk made clear that the negotiation team wanted the vendors to serve as middle men to obtain goods and services the Department could not obtain through other mechanisms, as the negotiation team wanted to “kind of spread our buck—or your buck, essentially, the furthest that we can. Because, you know, we have funding struggles like any other public entity, and so we want to utilize [the ITN process] in the best way we can.”

34. During the course of negotiations, Faulk had the following exchange with GTL representatives, indicating that the Department was attempting to directly obtain value-added services wholly unrelated to the scope of the ITN and in lieu of commissions directed to the General Revenue Fund.

Male speaker: Are there—are there identified needs like that, that we could consider?

Faulk: Yeah. I mean, we're open to anything.

Male speaker: Okay.

Faulk: It's not like we just roll around in—in cash like (indiscernible)—

Male speaker: Right. Well, where's the—where are the—where are the biggest (indiscernible)?

Faulk: I would definitely say that—that inmate tracking and staff accountability are two big areas that we're interested in right now.

35. As the recordings of the negotiation team's internal strategy sessions show, the negotiation team penalized Securus for proposing the requested low inmate call rates—already determined by the Department to be 25 percent better than GTL's rates—instead of fulfilling the Department's wish list of goods and services unrelated to the inmate telephone system.

36. Faulk stated in a November 8, 2017, internal negotiation-strategy session, “Now, I can tell you that sitting there, listening to [Securus], I was very close and—and next time, I definitely think I plan to say that I'm disappointed in the number of value-added services that they proposed. Now in—relation to the price, I understand it more, because their—their strategy was to go super low on price [charged to inmates' family and friends].”

37. Faulk made clear that the negotiation team was now—in her own words—“flipping” the ITN's goal of lowering inmate call rates (and thus promoting family re-unification and re-entry) and instead focusing on goods and services the Department wanted but did not have funding or legislative approval to purchase: “But that was [Securus's] strategy. So I think what we've done is, we're taking and we're flipping their strategy and saying ‘Give us everything, tell us a price for everything, and then we'll whittle our way down.’ ”

38. The Department's negotiation phase turned into a months-long, drawn-out process in which the negotiation team shifted focus from one value-added service to another haphazardly, with no regard to the ITN's published goals and requirements and often with little to no coordination between the individual negotiation-team members and the Department. Negotiation-team members expressed preferences for different goods and services regardless of a lack of any relationship to the inmate telephone system. Negotiation-team members also were more focused on trying to obtain these goods and services rather than award a contract to the vendor that offered the best value to the State in accordance with the ITN's goals and requirements.

39. For instance, in a December 20, 2017, negotiation session with Securus, Faulk informed Securus that the Department was focused on obtaining iPhones and expensive contraband-detection systems from the company Smiths Detection as "icing on the cake": "I think that, you know, you put together a very comprehensive solution, and we look forward to your BAFO. I would say, you know, as a parting gift, if you'd like to throw in some iPhones every year, we would be super jazzed about that So you know, a hundred, 200 a year, I think we would be super. I mean, it would be like a good little icing on top of the value-add cake.' "

40. However, during that same session, another negotiator, Wes Kirkland, the Department's Deputy Director for Institutional Operations, for the first time informed Securus—and the other members of the negotiation team—that he wanted the winning vendor to act as the middle man in obtaining or replacing the Department walkie-talkies referred to as "yard radios" supplied by the company Harris Corporation at more than three dozen correctional facilities. In this meeting, Kirkland estimated that these yard radios would cost around \$130,000 per facility, or around \$5.7 million total.

41. The recording of that meeting includes a few internal conversations between Faulk and Kirkland (that is, outside Securus's presence, with the speaker phone muted) demonstrating that the negotiators were pushing their own individual agendas for obtaining value-added services—which they called “shove-ins”— with no internal coordination or regard to the ITN's goals and requirements:

Faulk: We have been talking since November. Where have radios been?

Kirkland: I know that this is something new that's involved.

Faulk: Well, it's frustrating for everybody because—

Kirkland: It's not frustrating for everybody.

Faulk: It's frustrating for me.

Kirkland: You brought up iPhones today and drone detection—

Faulk: Because those are little things that you could like shove in. You can't shove in a \$130,000 system. That's not a shove-in.

Kirkland: That is a shove-in.

Faulk: That's not a shove-in.

Kirkland: It's a big shove-in, but it's a shove-in.

Faulk: I'm talking about like the candy that you buy while you're standing in line at the grocery store.

Kirkland: I understand.

Faulk: I'm not talking about like you're standing in line and you're like, you know what I would really like to buy, a new boat or a TV. You're like while I'm just standing here, let me just throw that into the cart.

42. And then, Faulk made clear to the other members of the negotiation team that she still wanted to obtain the contraband-detection units even though Securus's representatives were surprised by the negotiation team's request for such a large capital expenditure associated with the

yard radios at this late stage of the ITN process: “Even [Securus’s representative] knew we should have brought [the request for yard radio systems] up first. Heck no, I’ve been told to buy drug testing units.”

43. In an internal negotiation-team meeting that same day, Faulk directed the negotiation team that despite the negotiators’ individual strategies, they should keep requesting incrementally larger value-added services from the vendors: “So, for the next call [with a vendor for a negotiation session], I would say, going back to what was mentioned while we were on mute, everyone has their own strategies. I feel like, when we throw in the big stuff at the end, it’s like ‘whoa, whoa, whoa.’ You know? It’s like, throw in increasingly smaller things. So, maybe throw in your stuff at the beginning If we want to spring new, big stuff on them now, we’re not going to get real good answers . . . but I think we can try and slide in some of this little stuff.”

44. During negotiations, on April 23, 2018, the Department issued a written Request for Best and Final Offers (RBAFO).

45. The RBAFO made a significant and material change to the ITN: instead of requiring vendors to compete over providing the lowest call rate, the Department set a call rate of \$0.135 per minute for all telephone calls—a 325 percent increase from the lowest current rate of \$0.04 per minute for local calls—and added a new \$0.99 fee per each funding event to an inmate’s prepaid calling account. And contrary to the original ITN’s requirements, the Department demanded that each vendor include an annual commission payment of \$5 million.

46. While the substantial rate increase and \$0.99 funding fee may be conducive to obtaining the \$150 million in value-added services the Department has attempted to obtain through the inmate telephone contract, such increases do not assist with—and actually thwart—the ITN’s published goals of “reduc[ing] recidivism through increased family and re-unification and re-entry

efforts” and “ensuring 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.”

47. Securus and GTL ultimately submitted Best and Final Offers (BAFOs) for the contract, each agreeing—as the Department required—to remit to the Department an annual inmate-call commission of \$5 million.

48. Securus and GTL also each agreed to furnish value-added services wholly unrelated to the provision of inmate telephone services, including the Department-requested thermal-camera systems; biometric monitoring for visitors, inmates, and staff; new walkie-talkies (that is, yard radios) for staff; and the provision of Radianse RFID [radio-frequency identification] inmate- and staff-tracking equipment. (See memorandum attached as Exhibit B.)

49. In its BAFO, GTL, the Department’s intended awardee, submitted the following description of negotiated value-added services:

- Active RFID Tracking of Inmates and Staff—Active RFID allows for real-time tracking of people and assets and supports investigations, programming, count verification, addressing blind spots, associations, property, security and safety.
- Motion Sensing Cameras to Combat Contraband “Throw-Overs”—Ensuring security through portable and covert operations, GTL will provide FDC with 250 Reconyx Hyperfire SC950C’s, an industry leader in motion sensing, image capture, and image transmission technology.
- Visitation Management—GTL will provide its complete visitation management platform which will allow FDC to schedule, manage and streamline the visitation process statewide.
- Staff Radios—Complimenting FDC’s efforts to enhance staff communication, GTL is offering FDC 4136 Harris XG-25P portable radios or equivalent.
- Dell Computers—GTL will provide up to 1250 Dell OptiPlex 3000 Series or equivalent model computers.
- iPhones—GTL will provide up to 750 iPhone 8s or equivalent model.

- Virtual Gun Range for Staff Training—Supporting the safety of correctional staff, GTL is including at no cost to FDC one state of the art, turnkey, virtual gun range for staff training.²

50. GTL estimated that the potential value to the Department for these services exceeded \$150 million over a 10-year period. During this same period, \$50 million in inmate telephone commissions would be paid to the Department for deposit into the General Revenue Fund.

51. Recently, in a proceeding before the Florida Department of Administrative Hearings, Faulk testified that this is not the only procurement through which the Department has sought to obtain costly value-added services unrelated to the services being procured. In her deposition in that matter, Faulk testified that the Department has done as much in other procurements as well because the Department believes it has the authority to obtain value-added services in lieu of funds for the General Revenue Fund:

I would say that over the last several years that our funding has been very focused on healthcare as well as some litigation related to healthcare. . . .

There are many worthwhile and necessary items that aren't receiving funding as a result of the magnitude of the funding that's required for healthcare. As such, the Department has utilized ways to obtain value-added services which are a part of—a normal part of the state contracting process and have been for many years, and we are utilizing them to improve the security of our institutions when, you know, funding through other means may not be available.

52. Faulk further testified that the Department's intent was to "maximize the benefits to security and safety of [its] institutions and preventing [sic] contraband without incurring a cost that the legislature would have to appropriate funds for."

² During subsequent negotiations, GTL's provision of Dell computers, iPhones, and a virtual gun range was removed in exchange for other equipment.

The Department's Violation of Constitutional Separation-of-Powers Principles

53. The Florida Constitution provides for three separate, co-equal branches of government—the executive, legislative, and judicial branches—each with different responsibilities. The separation-of-powers provision prohibits a person belonging to one branch from exercising “any powers appertaining to either of the other branches unless expressly provided” in the constitution. *See* art. II, § 3, Fla. Const.

54. The Florida Legislature possesses exclusive responsibility and authority to enact laws, including laws relating to budgeting and appropriations. As elected officials and the voice of the people, the legislature is the only branch of government with the authority to determine and weigh the State of Florida's multitude of needs and fiscal priorities. *See, e.g.*, art. III, Fla. Const.; *Chiles v. Children A, B, C, D, E, & F*, 589 So. 2d 260, 267 (Fla. 1991).

55. The executive branch—to which the Department belongs—bears the responsibility of exercising the administrative power to carry out legislative directives, ensuring that “the laws be faithfully executed.” *See* art. IV, Fla. Const. Yet, rather than faithfully execute its delegated authority by requesting and collecting contracted inmate-telephone commissions for deposit into the General Revenue Fund, the Department demanded that vendors fulfill a Department wish list of unrelated goods and services. Put differently, the Department has created a slush fund, funded by inmates' families and friends, to bankroll the Department's desired purchases, circumventing the mandated—and nonexistent—legislative approval and appropriation.

56. Under the Florida Constitution and the Department's enabling statute, attainment and funding of these safety and security priorities was required to have been left to the legislature. However, the appropriations bill for fiscal year 2018/2019 (HB 5001) contained no specific appropriation or proviso language authorizing the Department-requested value-added services in lieu of the inmate telephone commissions required by section 945.215(1)(b), Florida Statutes.

57. Moreover, the legislature's intent when amending section 945.215, Florida Statutes, in 2003 was clear: the legislature chose to direct **all** contracted telephone proceeds to the General Revenue Fund rather than to the Inmate Welfare Trust Fund. The funds could no longer be exclusively used for items such as the expenses associated with inmate clubs and inmate legal services or the purchase, rental, maintenance, and repair of audiovisual equipment.

58. Had the legislature intended that the contracted proceeds be used for the attained value-added services and commodities—like yard radios and tracking of correctional-facility staff—it would have directed as much.

59. Thus, rather than obtain the best value *to the State* as required by Florida procurement law and deposit all contract proceeds into the General Revenue Fund, the Department has arranged for only a fraction of the contract's expected value to the Department over a 10-year period to be deposited for the legislature's direction. The contract the Department intends to execute with GTL would have an expected value of over \$200 million over a 10-year period. Less than 25 percent of that amount—\$50 million—would comprise inmate-telephone commissions for deposit into the General Revenue Fund.

60. Furthermore, in its impermissible attempt to define and implement its own priorities, the Department violated Florida law prohibiting the attainment of single-source services or commodities without giving the statutorily required notice and making the statutorily required finding that the services or commodities are available only from a single source and need not be competitively procured. *See* § 287.057(3)(c), Fla. Stat. The awarded contract *for inmate telephone services* will specifically include the non-telephone-related, multi-million-dollar provision of brand-name security products from specific providers, including Active RFID Tracking from Radianse, laboratory equipment from Cellebrite, and walkie-talkies from Harris.

61. Florida law does not allow state executive-branch agencies to impermissibly interfere with the State's budgeting process and circumvent single-source procurement requirements by obtaining brand-specific goods and services through a competitive procurement for unrelated services—as the Department did here.

62. Only the legislature has authority to elevate and appropriate for attainment of these goods and services above others. The Department violated constitutional separation-of-powers principles by advertising for, negotiating, and awarding an inmate telephone contract that allows the Department to set state policy and appropriation in place of the legislature.

Count I—Against Defendant Mark Inch
Writ of *Quo Warranto*

63. Securus and Carrell re-allege paragraphs 1–61 as if fully set forth here.

64. The Department violated article III, section 2 of the Florida Constitution when it arranged to divert proceeds from the inmate telephone contract to fund its desired policies and priorities, unconstitutionally infringing on the Florida Legislature's exclusive authority. In doing so, the Department acted without any colorable authority, blatantly in excess of the powers the legislature delegated to the Department and therefore allowing direct resort to circuit courts without first exhausting any possible administrative remedies.

Wherefore, Securus and Carrell request a prompt hearing on this matter; a preliminary writ of *quo warranto* directed to the Secretary of the Florida Department of Corrections requiring him to serve on Securus and Carrell a response to this complaint pursuant to Florida Rule of Civil Procedure 1.140; a final judgment and writ of *quo warranto* ordering that the Department Secretary lacked authority to obtain through the public-procurement and -contracting process the requested value-added services as compensation to the Department rather than as proceeds for the General Revenue Fund, in direct contravention of section 945.215(b), Florida Statutes, and prohibiting the

Department from executing a contract for inmate telephone services pursuant to the ITN; and such further relief as the Court deems just and proper.

**Count II—Against Defendants Florida Department of Corrections & Mark Inch:
Declaratory Relief**

65. Securus and Carrell re-allege paragraphs 1–61 as if fully set forth here.

66. This is an action for declaratory relief pursuant to chapter 86, Florida Statutes.

67. The Department violated article III, section 2 of the Florida Constitution when it arranged to divert proceeds from the inmate telephone contract to fund its desired policies and priorities, unconstitutionally infringing on the Florida Legislature’s exclusive authority. In doing so, the Department acted without any colorable authority, blatantly in excess of the powers the legislature delegated to the Department and therefore allowing direct resort to circuit courts without first exhausting any possible administrative remedies.

68. There is a bona fide, actual, present, practical need for declaratory relief to resolve a bona fide dispute between Securus and Carrell on the one hand and the Department and its Secretary on the other hand regarding the Department’s constitutional violation.

69. The requested declaration deals with a present and ascertained state of facts regarding the Department’s constitutional violation.

70. Securus’s and Carrell’s rights are dependent upon the law applicable to the facts.

71. Securus has an actual and present interest in the subject matter of the requested declaration as Securus is a responsive and responsible vendor that submitted a reply to the ITN.

72. Carrell has an actual and present interest in the subject matter of the requested declaration as Carrell is a Securus Senior Territory Manager whose territory includes the Florida Department of Corrections and whose work duties include contracted work for the Florida Department of Corrections.

73. The antagonistic and adverse interests are all before the Court by proper process.

74. The relief sought is not merely the giving of legal advice by the courts or the answer to questions propounded due to curiosity.

Wherefore, Securus and Carrell request a declaratory judgment declaring that the Department and its Secretary lacked authority to obtain through the public-procurement and -contracting process the requested value-added services as compensation to the Department rather than as proceeds for the General Revenue Fund, in direct contravention of section 945.215(b), Florida Statutes, and violated article III, section 2 of the Florida Constitution when it negotiated an inmate telephone contract to obtain security enhancements and other value-added items, significantly reducing the total funds dedicated to the General Revenue Fund, plus such further relief as the Court deems just and proper.

**Count III—Against Defendants Florida Department of Corrections & Mark Inch:
Injunctive Relief**

75. Securus and Carrell re-allege paragraphs 1–61 as if fully set forth here.

76. This is an action for preliminary and permanent injunctive relief.

77. The Department violated article III, section 2 of the Florida Constitution when it arranged to divert proceeds from the inmate telephone contract to fund its desired policies and priorities, unconstitutionally infringing on the Florida Legislature’s exclusive authority. In doing so, the Department acted without any colorable authority, blatantly in excess of the powers the legislature delegated to the Department and therefore allowing direct resort to circuit courts without first exhausting any possible administrative remedies.

78. As a responsive and responsible vendor that submitted a bid in response to the ITN and as a taxpayer of Florida, Securus has a clear legal right to have the inmate telephone contract procured in accordance with Florida constitutional and statutory law.

79. As a citizen and taxpayer of Florida, Carrell has a clear legal right to have the inmate telephone contract procured in accordance with Florida constitutional and statutory law.

80. The Department's constitutional violation will cause both Securus and Carrell irreparable harm absent injunctive relief.

81. There is no adequate remedy at law for the Department's constitutional violation.

Wherefore, Securus and Carrell request preliminary and permanent injunctions prohibiting the Department of Corrections and its Secretary from executing any contract for inmate telephone services pursuant to the ITN, plus such further relief as the Court deems just and proper.

Respectfully submitted January 29, 2019.

/s/ W. Robert Vezina, III

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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

EXHIBIT "A"

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TIMELINE
FDC ITN-17-122

EVENT	DUE DATE	LOCATION
Release of ITN	November 2, 2016	Vendor Bid System (VBS): http://vbs.dms.state.fl.us/vbs/main_menu
Non-Mandatory Pre-Bid Conference and Site Visits	November 14-16, 2016	See Section 4.16 for a complete listing of these <u>non-mandatory</u> 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: purchasing@fdc.myflorida.com <i>(reference solicitation number in subject line)</i>
Anticipated Posting of Answers to Submitted Questions	December 28, 2016	Vendor Bid System (VBS): http://vbs.dms.state.fl.us/vbs/main_menu
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): http://vbs.dms.state.fl.us/vbs/main_menu
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): http://vbs.dms.state.fl.us/vbs/main_menu

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><u>Staffing Requirements</u> 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) System Administrator. 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) Field Repair/Site Technicians (sufficient number to meet Contract requirements). 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) Service Representative (sufficient number to meet Contract requirements, plus two required positions for 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 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>PGM-05</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>PGM-06</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>PGM-07</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>PGM-08</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>PGM-09</p>	<p><u>Training, Training Materials, Instructional Brochures</u></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)

	<p>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.</p> <p>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.</p> <p>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.</p>
<p>PGM-10</p>	<p>The Vendor shall provide a transition plan for the end of the life of the Contract.</p>
<p>PGM-11</p>	<p><u>Bi-Annual Audit</u></p> <p>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.</p> <p>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 <u>all</u> calls made on all phones equipment, including uncollectibles.</p> <p>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.</p> <p>The scope of the bi-annual audit will encompass, at a minimum, the following requirements:</p> <ul style="list-style-type: none"> • 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"> 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. <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>
PGM-12	<p><u>Ad Hoc Reports</u></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>
PGM-13	<p><u>Other Contract Requirements</u></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"> Transition/Implementation/Installation of System; Timely Submittal of Corrective Action Plans (when applicable); and, Compliance with Other Terms and Conditions of the Contract not involving delivery of services otherwise listed above.

3.6.2.1 Program Management Performance Measures

Performance Measures (PM)				
No.	Description	Expectation	Measurement Duration	Financial Consequences
PM-PGM-01	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)
DEL-PGM-01 Final Implementation Plan and Transition Schedule	30 days after the Contract execution	Provide a Final Implementation Plan and Transition Schedule. (Section 2.5)
DEL-PGM-02 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)

Deliverable	Due Date	Description (with cross-reference to Requirement(s), as applicable)
DEL-PGM-03 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)
DEL-PGM-04 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

System Installation Requirements (SI)	
No.	Requirement
SI-01	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.
SI-02	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.
SI-03	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.
SI-04	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.
SI-05	Prior to entering each institution or facility, the Vendor and/or subcontractor(s) must provide: <ul style="list-style-type: none"> • 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.

	<ul style="list-style-type: none"> • Current picture identification of the Vendor and/or subcontractor staff, consisting of a valid Driver's License or state-issued Photo ID card. • The Department reserves the right to require additional information prior to entrance to ensure safety and security, as deemed necessary.
SI-06	The Vendor shall provide all coordination required with Local Exchange Carriers ("LEC") and other carriers during installation, and for the duration of the Contract.
SI-07	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.
SI-08	The Vendor shall provide and install required lightning protection equipment on all network services supplied for the service.
SI-09	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.
SI-10	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.
SI-11	<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

Deliverable	Due Date	Description (with cross-reference to Requirement(s), as applicable)
DEL-SI-01 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

System Service Functionality Requirements (SF)	
SF-01	<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>
SF-02	<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>
SF-03	<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>
SF-04	<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>
SF-05	<p>The system shall be restricted to outgoing calls only. The system shall not process incoming calls at any time.</p>
SF-06	<p>The system shall allow for the Department to program times when the system will be operational.</p>
SF-07	<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)

SF-08	<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>
SF-09	<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"> • 48-hours prior to any transfer; • 48-hours prior to any outside medical appointment; and/or • 48-hours prior to any outside court appointment.
SF-10	<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>
SF-011	<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>
SF-012	<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>
SF-013	<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>

System Service Functionality Requirements (SF)	
SF-014	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.
SF-015	<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>
SF-016	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.
SF-017	<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>
SF-018	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.
SF-019	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.
SF-020	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.
SF-021	<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>
SF-022	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.

System Service Functionality Requirements (SF)	
SF-023	<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>
SF-024	<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>
SF-025	<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>
SF-026	<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"> • All historical data shall be centrally stored and accessible for reporting purposes; • This information must be available for reporting in a standard transaction file format; • 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 • This information shall be available at no charge to the Department after termination of the Contract. <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>
SF-027	<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>

System Service Functionality Requirements (SF)	
SF-028	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.
SF-029	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.
SF-030	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.
SF-031	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.
SF-032	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.
SF-033	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.
SF-034	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.
SF-035	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.
SF-036	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.
SF-037	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).
SF-038	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.

System Service Functionality Requirements (SF)	
SF-039	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".
SF-040	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.
SF-041	<p><u>System Voice Quality Requirements</u></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>
SF-042	<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"> 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. <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"> 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.

System Service Functionality Requirements (SF)	
	Call blocking shall not apply to coin-operated phones for visitors or the public at large.
SF-043	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.
SF-044	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).
SF-045	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.
SF-046	The system shall record all inmate calls simultaneously, and at any time (in “real time”) that a call is placed.
SF-047	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.
SF-048	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.
SF-049	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.
SF-050	<p><u>System Restriction, Fraud Control and Notification Requirements</u></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.
- 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.

SF-051

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.

System Service Functionality Requirements (SF)	
SF-052	<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>
SF-054	<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>
SF-055	<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>
SF-056	<p>The proposed system(s) shall allow Department personnel to temporarily restrict or disconnect service to an individual inmate telephone.</p>
SF-057	<p><u>Proposed System(s) Network Status Monitoring Component</u></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"> 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. 2) Show component status for system in a minimum of two conditions: "Green" for normal operation, and "Red" for failed or failing operation. 3) Provide automatic reporting of component status changes (not manual input) for calls. 4) Display and record event times, i.e., when any component changes status from "Red" to "Green", or vice-versa. 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. 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.

System Service Functionality Requirements (SF)	
SF-058	<p><u>System Testing</u></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>
SF-059	<p><u>System Acceptance</u></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>
SF-060	<p><u>System Documentation</u></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>
SF-061	<p><u>System Disaster Recovery</u></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>
SF-062	<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>
SF-063	<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>

System Service Functionality Requirements (SF)	
SF-064	<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>
SF-065	<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>
SF-066	<p><u>System Reporting</u></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>
SF-067	<p><u>Authorized Users Report:</u> 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>
SF-068	<p><u>Approved Calling List Report:</u> 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>
SF-069	<p><u>Comprehensive Outgoing Call Report:</u> 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>

System Service Functionality Requirements (SF)	
SF-070	Duplicate Number Report: 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.
SF-071	International Call Report: 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.
SF-072	Alert Level Report: 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

Deliverable	Due Date	Description (with cross-reference to Requirements as applicable)
DEL-SF-01	By the 10 th 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)
DEL-SF-02	Upon Contract Execution	A complete and comprehensive acceptance plan. (SF-059)
DEL-SF-03	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)
DEL-SF-04	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

Other Service Requirements (OS)	
No.	Requirement
OS-01	<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</p>

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:

If the DC number begins with:	Then the PIN begins with:
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

Other Service Requirements (OS)	
OS-03	The inmate telecommunication service shall utilize the PIN feature for all collect, local, long distance, cellular, and international calls.
OS-04	<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"> • Inmates can be either approved or not approved to make telephone calls by PIN, at the Department’s option; • Inmates, via the PIN, can be restricted to a specific telephone or group of telephones at the Department's option; • 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; • 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. • 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).
OS-05	The system shall have the ability to limit calls to a specific duration by PIN, and by specific telephone numbers assigned to a PIN.
OS-06	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.
OS-07	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.
OS-08	The PIN feature shall allow the recording of inmate calls to be discontinued when certain pre-determined telephone numbers (privileged telephone numbers) are called.

Other Service Requirements (OS)	
OS-09	<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>
OS-010	<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>
OS-011	<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>
OS-012	<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>
OS-013	<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>
OS-014	<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>
OS-015	<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>

Other Service Requirements (OS)	
OS-016	<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>
OS-017	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.
OS-018	<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>
OS-019	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.
OS-020	Call acceptance by the called party shall be accomplished through caller confirmation ("positive acceptance").
OS-021	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.
OS-022	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.
OS-023	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.
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.
OS-025	The Vendor shall not charge for calls that result in Special Information Tones (SIT), "ring/no answer" or "busy" conditions.
OS-026	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.

Other Service Requirements (OS)	
OS-027	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.
OS-028	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.
OS-029	The Vendor's prepaid services shall allow the called party (family and friends) to deposit money into a prepaid services account.
OS-030	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.
OS-031	<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>
OS-032	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.
OS-033	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.
OS-034	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.
OS-035	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)	
OS-036	<p><u>Litigation-Related Testimony</u></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

System Equipment and Services Requirements (SES)	
No.	Requirement
SES-01	<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>
SES-02	<p>All ITSE required for service delivery shall be new and consist of three types of telephones:</p> <ul style="list-style-type: none"> • Type 1, which will be the majority of inmate telephones installed, shall be permanently mounted wall telephones meeting the specifications outlined in this ITN. • 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.

System Equipment and Services Requirements (SES)

SES-03	<p>All ITSE shall have the physical and design characteristics that meet or exceed all of the following technical standards:</p> <ul style="list-style-type: none"> • A chrome-plated DTMF tone dial that is water, flame and shock resistant. • A hearing aid compatible handset. • A housing that protects the electronic components of the telephone. • A paint or other finish that is mar and scratch resistant. • A faceplate with concise dialing and operating instructions. • An industry standard design. • A tamper-proof housing. • A floating case hardened metal plate to prevent side drilling entry. (community release centers only) • 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. • 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. • An armored handset cord that is resistant to stretching and breaking (for Types 1 & 3 only). • Installation reinforced by security studs to prevent easy removal of telephone (for Types 1 & 3 only). • 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). <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>
SES-04	<p>All ITSE shall meet or exceed the following capabilities:</p> <ul style="list-style-type: none"> • True dual-tone multifrequency (DTMF) compatibility. • The ITSE shall not be capable of being used to program any feature of the ITS. • The ITSE shall not be programmable for any purpose. • Reduction of background noise through the use of confidencers or directional microphones in the handset. • Volume controls that allow inmates to amplify the called party's voice. • Powered by the telephone line and requiring no additional power source, with the exception of cordless telephones as described above. • Compatible with Telecommunications for The Deaf (TDD/TTY) equipment.

System Equipment and Services Requirements (SES)	
SES-05	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.
SES-06	<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"> • Portability, such that it can be used with any ITS station set at the Department institution. • The ability for keyboard entry. <p>A display (i.e., LCD, LED, etc.) and a printer device.</p>
SES-07	<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>
SES-08	<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>
SES-09	All monitoring/recording terminals shall operate using recording and playback features that utilize industry standard file formats (*.wav, *.mp3, *.midi, etc).
SES-10	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.

System Equipment and Services Requirements (SES)	
	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.
SES-011	<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>
SES-012	All service request calls from Department staff shall be answered by a "live" operator at all times.
SES-013	<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>
SES-014	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.
SES-015	<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>
SES-016	<p><u>Response and Repair Times for Service Calls</u></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>

System Equipment and Services Requirements (SES)	
SES-017	<p><u>Routine Service</u></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>
SES-018	<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"> • Remote testing results, if applicable; or • An update of the remote testing process, if applicable; or • Notice that a technician has been dispatched and the estimated time of arrival at the Department site. <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>
SES-019	<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>
SES-020	<p><u>Major Emergency</u></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>
SES-021	<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"> • Remote testing results, if applicable; or • An update of the remote testing process, if applicable; or • Notice that a technician has been dispatched and the estimated time of arrival at the Department site. <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>
SES-022	<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>
SES-023	<p><u>Trouble Ticket/Repair Time Report for Routine or Emergency Service</u></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>

System Equipment and Services Requirements (SES)	
	<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>
SES-024	<p><u>Escalation Procedures During Repair Service</u> 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>
SES-025	<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>
SES-026	<p><u>Equipment Report</u></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

Performance Measures (PM)				
No.	Description	Expectation	Measurement Duration	Financial Consequence
PM-SES-02	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)	95% Compliance	Monthly	\$1,000.00 per incident, per institutional site, per month

Performance Measures (PM)				
No.	Description	Expectation	Measurement Duration	Financial Consequence
PM-SES-03	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
PM-SES-04	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
PM-SES-05	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
PM-SES-06	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
PM-SES-07	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

Deliverable	Due Date	Description (with cross-reference to Requirements as applicable)
DEL-SES-01	Within 15 days from the date of request	Trouble Ticket/Repair Time Report for Routine or Emergency Service (SES-023)
DEL-SES-02	By the 10 th 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.

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.

Procurement Officer Contact Information

Allegra Small, Procurement Officer
Bureau of Procurement
Florida Department of Corrections
Email: 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:

$$\text{(Reply with Highest Cost Points / Respondent Cost Points) * (Respondent Technical Evaluation Score / Max Technical Evaluation Score) * Max Cost Reply Points = Cost Reply Score}$$

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
TOTAL	500 (weighted)	100%	500

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
Poor	Reply Fails to address the component or it does not describe any experience related to the component OR Reply is inadequate in most basic requirements, specifications, or provisions for the specific criteria	1
Marginal	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. OR 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
Adequate	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

Good	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
Excellent	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, 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 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	November 14, 2016	11:00 a.m., Eastern Time
Central Florida Reception Center – Main	7000 H.C. Kelley Road Orlando, FL 32831-2518	November 15, 2016	2:00 p.m., Eastern Time
Suwannee CI	5964 U.S. Highway 90 Live Oak, FL 32060	November 16, 2016	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. **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.

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.

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.

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.

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/

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.

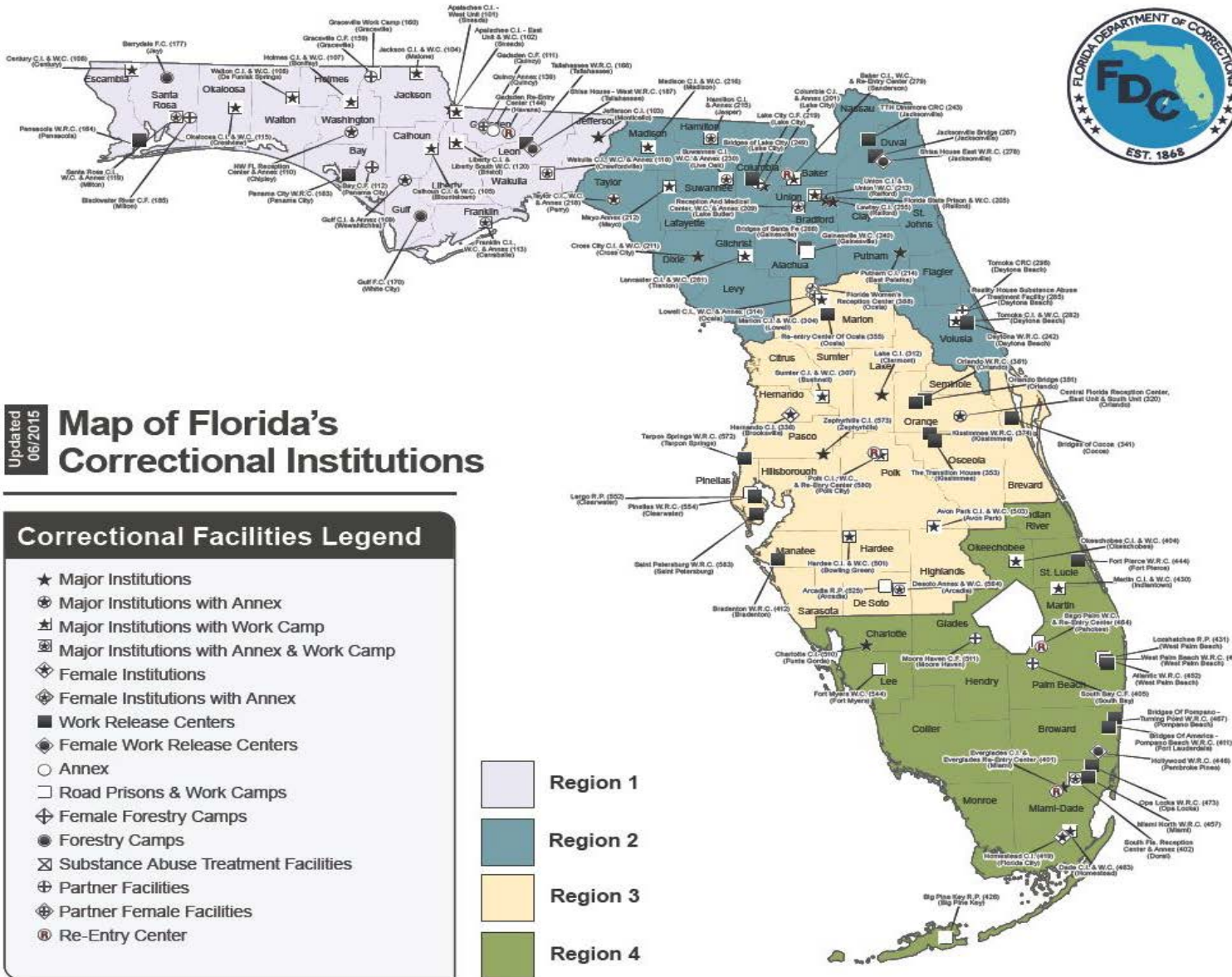
The form of the guarantee shall be a bond, cashier’s check, or money order made payable to the Department. The guarantee shall be furnished to the Contract Manager within 30 days after execution of the Contract which may result from this ITN. No payments shall be made to the Vendor until the guarantee 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 th 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 th 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.

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: _____

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

EVENT	DUE DATE	LOCATION
Release of ITN	November 2, 2016	Vendor Bid System (VBS): http://vbs.dms.state.fl.us/vbs/main_menu
Non-Mandatory Pre-Bid Conference and Site Visits	November 14-16, 2016	See Section 4.16 for a complete listing of these <u>non-mandatory</u> 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: purchasing@fdc.myflorida.com (reference solicitation number in subject line)
Anticipated Posting of Answers to Submitted Questions	January 9, 2017 December 28, 2016	Vendor Bid System (VBS): http://vbs.dms.state.fl.us/vbs/main_menu
Sealed Replies Due and Opened	February 2, 2017 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	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): http://vbs.dms.state.fl.us/vbs/main_menu
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): http://vbs.dms.state.fl.us/vbs/main_menu

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

EVENT	DUE DATE	LOCATION
Release of ITN	November 2, 2016	Vendor Bid System (VBS): http://vbs.dms.state.fl.us/vbs/main_menu
Non-Mandatory Pre-Bid Conference and Site Visits	November 14-16, 2016	See Section 4.16 for a complete listing of these <u>non-mandatory</u> 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: purchasing@fdc.myflorida.com (reference solicitation number in subject line)
Anticipated Posting of Answers to Submitted Questions	January 17, 2017 January 9, 2017	Vendor Bid System (VBS): http://vbs.dms.state.fl.us/vbs/main_menu
Sealed Replies Due and Opened	February 7, 2017 February 2, 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	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): http://vbs.dms.state.fl.us/vbs/main_menu

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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

System Service Functionality Requirements (SF)	
No.	Requirement
SF-01	<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>

System Service Functionality Requirements (SF)	
SF-02	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.
SF-03	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.
SF-04	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.
SF-05	The system shall be restricted to outgoing calls only. The system shall not process incoming calls at any time.
SF-06	The system shall allow for the Department to program times when the system will be operational.
SF-07	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.
SF-08	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.
SF-09	<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"> • 48-hours prior to any transfer; • 48-hours prior to any outside medical appointment; and/or • 48-hours prior to any outside court appointment.
SF-10	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.

System Service Functionality Requirements (SF)	
SF-011	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.
SF-012	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.
SF-013	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.
SF-014	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.
SF-015	<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>
SF-016	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">SF-017</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">SF-018</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">SF-019</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">SF-020</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">SF-021</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">SF-022</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">SF-023</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">SF-024</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>

System Service Functionality Requirements (SF)	
SF-025	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.
SF-026	<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"> • All historical data shall be centrally stored and accessible for reporting purposes; • This information must be available for reporting in a standard transaction file format; • 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 • This information shall be available at no charge to the Department after termination of the Contract. <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>
SF-027	<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>
SF-028	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.
SF-029	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">SF-030</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">SF-031</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">SF-032</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">SF-033</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">SF-034</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">SF-035</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">SF-036</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">SF-037</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">SF-038</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">SF-039</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">SF-040</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)

<p>SF-041</p>	<p><u>System Voice Quality Requirements</u></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>
<p>SF-042</p>	<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">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; and9. Call access to any number upon request by the Department. <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">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; and4. Call access to any number upon request by the Department.

System Service Functionality Requirements (SF)	
	Call blocking shall not apply to coin-operated phones for visitors or the public at large.
SF-043	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.
SF-044	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).
SF-045	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.
SF-046	The system shall record all inmate calls simultaneously, and at any time (in “real time”) that a call is placed.
SF-047	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.
SF-048	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.
SF-049	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.
SF-050	<p><u>System Restriction, Fraud Control and Notification Requirements</u></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.

System Service Functionality Requirements (SF)	
	<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>
SF-051	<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>
SF-052	<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>
SF-053 SF-054	<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>
SF-054 SF-055	<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>
SF-055 SF-056	<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>SF-056 SF-057</p>	<p><u>Proposed System(s) Network Status Monitoring Component</u></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"> 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. 2) Show component status for system in a minimum of two conditions: “Green” for normal operation, and “Red” for failed or failing operation. 3) Provide automatic reporting of component status changes (not manual input) for calls. 4) Display and record event times, i.e., when any component changes status from “Red” to “Green”, or vice-versa. 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. 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.
<p>SF-057 SF-058</p>	<p><u>System Testing</u></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>SF-058 SF-059</p>	<p><u>System Acceptance</u></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>SF-059 SF-060</p>	<p><u>System Documentation</u></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>

System Service Functionality Requirements (SF)	
	<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>SF-060 SF-061</p>	<p><u>System Disaster Recovery</u></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>SF-061 SF-062</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>SF-062 SF-063</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>SF-063 SF-064</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>SF-064 SF-065</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>SF-065 SF-066</p>	<p><u>System Reporting</u></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>

System Service Functionality Requirements (SF)	
	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.
SF-066 SF-067	<u>Authorized Users Report:</u> 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).
SF-067 SF-068	<u>Approved Calling List Report:</u> 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.
SF-068 SF-069	<u>Comprehensive Outgoing Call Report:</u> 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.
SF-069 SF-070	<u>Duplicate Number Report:</u> 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.
SF-070 SF-071	<u>International Call Report:</u> 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.
SF-071 SF-072	<u>Alert Level Report:</u> 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)
DEL-SF-01	By the 10 th 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)
DEL-SF-02	Upon Contract Execution	A complete and comprehensive acceptance plan. (SF-058) (SF-059)
DEL-SF-03	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)
DEL-SF-04	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
OS-01	<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>
OS-02	<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:

If the DC number begins with:	Then the PIN begins with:
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;

Other Service Requirements (OS)	
	<ul style="list-style-type: none"> • Inmates, via the PIN, can be restricted to a specific telephone or group of telephones at the Department's option; • 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; • 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. • 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).
OS-05	The system shall have the ability to limit calls to a specific duration by PIN, and by specific telephone numbers assigned to a PIN.
OS-06	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.
OS-07	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.
OS-08	The PIN feature shall allow the recording of inmate calls to be discontinued when certain pre-determined telephone numbers (privileged telephone numbers) are called.
OS-09	<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>

Other Service Requirements (OS)	
OS-010	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.
OS-011	<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>
OS-012	<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>
OS-013	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.
OS-014	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.
OS-015	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.
OS-016	<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>

Other Service Requirements (OS)	
OS-017	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.
OS-017 OS-018	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.
OS-018 OS-019	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.
OS-019 OS-020	Call acceptance by the called party shall be accomplished through caller confirmation ("positive acceptance").
OS-020 OS-021	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.
OS-021 OS-022	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.
OS-022 OS-023	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.
OS-023 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.
OS-024 OS-025	The Vendor shall not charge for calls that result in Special Information Tones (SIT), "ring/no answer" or "busy" conditions.
OS-025 OS-026	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.
OS-026 OS-027	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.
OS-027 OS-028	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.

Other Service Requirements (OS)	
OS-028 OS-029	The Vendor's prepaid services shall allow the called party (family and friends) to deposit money into a prepaid services account.
OS-029 OS-030	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.
OS-030 OS-031	<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>
OS-031 OS-032	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.
OS-032 OS-033	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.
OS-033 OS-034	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.
OS-034 OS-035	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>OS-035 OS-036</p>	<p><u>Litigation-Related Testimony</u></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:

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% 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
TOTAL	500 (weighted)	100%	500

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>Section 3.2.7 (p. 14). 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"> a. Bill Statement Fee b. PrePaid Account Funding Fee via Web c. PrePaid Account Funding Fee via IVR d. PrePaid Account Funding Fee via Live Operator <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: https://www.fcc.gov/consumers/guides/local-local-toll-and-long-distance-calling .
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**

EVENT	DUE DATE	LOCATION
Release of ITN	November 2, 2016	Vendor Bid System (VBS): http://vbs.dms.state.fl.us/vbs/main_menu
Non-Mandatory Pre-Bid Conference and Site Visits	November 14-16, 2016	See Section 4.16 for a complete listing of these <u>non-mandatory</u> 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: purchasing@fdc.myflorida.com (reference solicitation number in subject line)
Anticipated Posting of Answers to Submitted Questions	January 17, 2017	Vendor Bid System (VBS): http://vbs.dms.state.fl.us/vbs/main_menu
Sealed Replies Due and Opened	TBD February 7, 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	TBD February 14, 2017	Florida Department of Corrections Bureau of Procurement 501 South Calhoun Street Tallahassee, Florida 32399

<p>Anticipated Negotiations</p>	<p>TBD March - April, 2017</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>TBD May, 2017</p>	<p>Vendor Bid System (VBS): http://vbs.dms.state.fl.us/vbs/main_menu</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**

EVENT	DUE DATE	LOCATION
Release of ITN	November 2, 2016	Vendor Bid System (VBS): http://vbs.dms.state.fl.us/vbs/main_menu
Non-Mandatory Pre-Bid Conference and Site Visits	November 14-16, 2016	See Section 4.16 for a complete listing of these <u>non-mandatory</u> 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: purchasing@fdc.myflorida.com (reference solicitation number in subject line)
Anticipated Posting of Answers to Submitted Questions	January 17, 2017	Vendor Bid System (VBS): http://vbs.dms.state.fl.us/vbs/main_menu
2nd Round of Non- Mandatory Pre-Bid Conferences/ Site Visits	March, 2017 TBD	See Section 4.16 for a complete listing of these non-mandatory site visits.
2nd Round of Questions Due	March 30, 2017 Prior to 5:00 p.m., Eastern Time TBD	Submit to: Florida Department of Corrections Bureau of Procurement Email: purchasing@fdc.myflorida.com (reference solicitation number in subject line)

Anticipated Posting of 2 nd Round of Answers to Submitted Questions	April 24, 2017 TBD	Vendor Bid System (VBS): http://vbs.dms.state.fl.us/vbs/main_menu
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): http://vbs.dms.state.fl.us/vbs/main_menu

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:

(Reply with Highest Cost Points / Respondent Cost Points / Respondent Cost Points / Reply with Highest Cost Points) * (Respondent Technical Evaluation Score / Max Technical Evaluation Score) * Max Cost Reply Points = 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.

Institution	Address	Date	Time
Wakulla CI (Administration Building)	110 Melaleuca Drive Crawfordville, FL 32327-4963	November 14, 2016	11:00 a.m., Eastern Time
Central Florida Reception Center – Main	7000 H.C. Kelley Road Orlando, FL 32831-2518	November 15, 2016	2:00 p.m., Eastern Time
Suwannee CI	5964 U.S. Highway 90 Live Oak, FL 32060	November 16, 2016	2:00 p.m., Eastern Time
Wakulla CI	110 Melaleuca Drive Crawfordville, FL 32327-4963	March 7, 2017	2:00 p.m., Eastern Time
Okeechobee CI	3420 N. E. 168th Street Okeechobee, FL 34972	March 14, 2017	2:00 p.m., Eastern Time
Martin CI	1150 S.W. Allapattah Road Indiantown, FL 34956	March 15, 2017	9:00 a.m., Eastern Time

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ADDENDUM #006

Solicitation Number: FDC ITN-17-122
Solicitation Title: Inmate Telecommunications Services
Opening Date/Time: May 18, 2017 at 2:00 p.m., Eastern Time
Addendum Number: 006

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 Department's answers to the second round of written questions received.

This Addendum also includes the following revisions:

Change No. 1: A change to Section 4.8.A(2).

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 **(Worth 22 weighted points)**:
 - 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? **(Worth 22 weighted points)**
- c) To what extent do the Vendor's proposed value-added services maximize the benefits to the Department? **(Worth 21 weighted points)**

Change No. 2: Attachment XI, Non-Disclosure Agreement for Restricted Information has been added.

Portions of the questions and answers provided in this Addendum have been identified as "restricted" and are not available for public viewing. Restricted Questions and Answers will be made available to interested Vendors for the development of Replies. To obtain a copy of the Restricted Questions and Answers, Vendors must email a signed copy of Attachment XI, Non-Disclosure Agreement for Restricted Information, to the Procurement Officer at Purchasing@fdc.myflorida.com, along with their Express Mail (i.e., FedEx, UPS) account number, to cover the cost of shipping. Once the signed agreement is received

by the Procurement Officer, the Department will provide the Restricted Questions and Answers on a CD to the Vendor, via overnight mail.

If you have trouble accessing any of the Documents, please contact the Procurement Officer.

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Responses to 2nd Round of Written Questions
 FDC ITN-17-122
 Inmate Telecommunications Services

Question Number	Question	Answer
1	What provider does the state use for cellular phone services? If more than one please provide all.	The Department primarily uses Verizon Wireless but also uses Sprint and AT&T for cellular phone services.
2	Has any SM Fiber been installed at Wakulla CI, Wakulla CI Annex, Wakulla work camp, Martin CI, Martin CI Work Camp, Okeechobee CI, and Okeechobee work camp for the Managed Access system? How many strands will be available?	<p>Yes, SM fiber has been installed at Wakulla CI, Wakulla CI Annex, Wakulla Work Camp, Martin CI, Martin CI Work Camp, Okeechobee CI, and Okeechobee Work Camp for the Managed Access System.</p> <p>Number of strands:</p> <ul style="list-style-type: none"> • 36 strands run from the main control room to larger dorms • 24 strands run from the main control room to smaller dorms
3	Can you provide a picture of the Wakulla CI Annex, Wakulla work camp, Martin CI, Martin CI Work Camp, Okeechobee CI work camp and note what buildings are dorms or provide an address (with latitude and longitude)? How many dorms are there for those locations?	<p>The requested photos are considered sensitive information and will be made available upon the Department's receipt of Attachment XI, Non-Disclosure Agreement for Restricted Information. Please see Change No. 2 of this Addendum.</p> <p>Below is a listing of the number of dorms at each location:</p> <ul style="list-style-type: none"> • Wakulla CI, Annex and Work Camp: 19 • Okeechobee CI and Work Camp: 11 • Martin CI and Work Camp: 11
4	<p>Is there a fiber run (Single Mode Fiber) or pathway available from the following locations:</p> <ul style="list-style-type: none"> • Wakulla CI to Wakulla CI Annex and Wakulla work camp? Or will we need to trench? • From Martin CI to Martin CI Work Camp? Or will we need to trench? • From Okeechobee CI to Okeechobee CI work Camp? Or will we need to trench? 	<p>At Wakulla there is currently single mode fiber and conduit from the Main Unit to the Annex and Work Camp.</p> <p>At Martin, there is single mode fiber but no in-ground conduit between the Main Unit and Work Camp. A Vendor may desire to trench new conduit here.</p> <p>At Okeechobee, there is single mode fiber and conduit between the Main Unit and Work Camp.</p>

Question Number	Question	Answer
5	Is the fiber or any part of the system installed in the Okeechobee CI work camp? Martin CI work camp? Wakulla Annex or Wakulla work camp?	Yes, the current managed access system is installed at Wakulla Annex, Wakulla CI Work Camp, Okeechobee CI Work Camp, and Martin CI Work Camp.
6	Is the DAS (Distributed Antenna System) Okeechobee CI installed in the CI work camp a separate system or attached to the main MDF?	The DAS installed at Okeechobee CI Work Camp is attached to the main system.
7	How many antennas are in each building and what it's location?	The current provider considers this information proprietary and confidential.
8	What are the issues that you (if any) are having on each site? Specifically, to the Managed Access System.	System installation at one facility has taken longer than anticipated, primarily due to the lack of existing conduit and acts of sabotage by inmates. No Managed Access System issues have been reported for the other two facilities since going live at those locations.
9	Will the Coax and conduit that is installed now be part of the infrastructure that can be reused at all sights?	It is anticipated that the currently installed fiber will be available and reusable, but any Vendor proposing a Managed Access System, should be prepared to install fiber, if necessary.
10	For Attachment V – Vendor Reference Form (pages 92-95 of ITN), please clarify/stipulate which portions must the bidding vendor fill out and/or sign for submission as part of their ITN response.	Signature is not required for Attachment V; however, Respondents must complete pages 91 through 94 and the Department will complete page 95. This Attachment must be submitted with the Reply.

Question Number	Question	Answer
11	<p>1) Value-Added Services - Addendum 5. Change 3 – 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.</p> <p>ITN Section 4.9 – Description of Offering per Addendum 3 is weighted at 13% (of 100) with 65 (of 500) weighted available points. Evaluation for the Description of Offering is stated as being per the below:</p> <p>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 proposed value-added services maximize the benefits to the Department?</p> <p>QUESTION: Given that the above criteria does not clarify what relative weighting is given to core telecommunications services and what relative weighting is given to value-added services, how does the State intend to evaluate vendors proposing different offerings, particularly in the areas of value-added services? As the ITN contemplates flexibility to propose potentially differing value-added service options, including highlighting certain value-added services of particular interest to the State, but does not <i>require</i> vendors to include value-added services, it is not clear how these criteria will be applied to different offerings, or the relative importance of core telecommunications services versus potential value-added services in evaluating proposed offerings.</p>	<p>The Department intends to evaluate the Vendor’s Description of Offering Section for a total of 13% of the overall Technical Reply score. This Section includes value-added services as one of three components to make up that 13%. Please see Change No. 1 of this Addendum for the exact points available for value-added services. The remaining points available (479 weighted points), evaluate components of the core telecommunications system. Overall, value-added services represent a very small part of the Technical Reply score. This should clearly denote the importance of the core telecommunications equipment and services to the Department.</p> <p>While value-added services are not required, they will be taken into account with the evaluation of the Description of Offering Section.</p>

Question Number	Question	Answer
12	<p>2) Value-Added Services - Addendum 5. Change 3 – 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.</p> <p>Attachment III – Price Information Sheet & Cost Evaluation</p> <p>Attachment III – Price Information Sheet has a per minute rate for initial term and per minute rate for renewal term only. Only 1 pricing sheet is allowed by the State (with or without value-added).</p> <p>Cost Evaluation – will be provide most points for lowest rate, 150 maximum points for initial term and 100 maximum points for renewal term.</p> <p>QUESTION: Given that the cost of initial deployment of value-added services identified as being of particular interest in the ITN, such as MAS, are significant and will necessarily impact the rates which must be charged to recoup costs, but the ITN does not <i>require</i> proposal of value-added services, how does the State intend to achieve a fair, apples-to-apples price comparison between per minute rates for vendors who choose to provide, at a minimum, the value-added services listed as being of special interest to the State and vendors who choose not to include the value-added services, or against the incumbent who may have already been compensated for deploying items now identified as value-added services? This scoring methodology appears to put vendors proposing the value-added services sought by the State at a significant price-scoring disadvantage relative to the incumbent who has previously been compensated to develop and implement services that are now to be provided at no cost, and at a disadvantage relative to vendors not proposing expensive value-added services.</p>	<p>The value-added services included in the ITN are samples of goods/services that the Department is interested in obtaining. As stated in the ITN, Vendors are able to offer no value-added services, a portion of the goods/services listed, or all of the goods/services listed, or an entirely different group of goods/services.</p> <p>The Department will take into account the value and applicability of the value-added services included in a Vendor’s Reply, in accordance with the evaluation criteria included in the ITN. The Department intends to further discuss value-added services in the negotiation phase.</p> <p>Every Vendor’s Reply will be unique and will be scored based on the unique offering proposed. This is similar to a scenario where Vendors were including commission rates of varying levels.</p>

Question Number	Question	Answer
13	<p>3) Section 4.9.A. – Evaluation Phase Methodology 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 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.</p> <p>QUESTION: Would the State please review that above evaluation methodology. The above described methodology would provide for more than 500 points if followed as written. In order for the evaluations to provide a maximum 500 point scoring each evaluator’s averaged score would need to be averaged together.</p>	<p>Each evaluator’s score, in each Section, will be multiplied by their assigned weight and then each evaluator’s scores will be averaged together into one Technical Evaluation Score, per Section, totaling 500 points.</p>
14	<p>4) The ITN, nor Addendums, require all vendors (including incumbent) to provide new equipment, including phones, for mandatory items.</p> <p>QUESTION: Please clarify that section 3.1.3 and section 3.6.6 SES-02, SES-06, SES-07, and SES-08 require all vendors, including the incumbent, to provide new equipment, including phones and monitoring terminals, for all mandatory items. If the incumbent is instead permitted to re-use equipment while all other vendors are required to install new equipment, this would provide an unfair advantage in labor, equipment costs, and timeline requirements against all other vendors who would have to procure and install all new equipment.</p>	<p>Confirmed, the intention of the Department is that new equipment would be installed as part of the resulting Contract, including if the incumbent Contractor were to be selected.</p>

Question Number	Question	Answer
15	<p>5) Addendum 5 Change 4. Revisions to Section 3.2.7 to provide expanded information on a Managed Access System</p> <p>a. QUESTION: Is MAS live at any of the following sites as of 3/30/17 - Wakulla CI, Wakulla Annex, Wakulla WC, Okeechobee CI, Okeechobee WC, Martin CI, and Martin WC? If no, what is the current projected go-live date for each facility? When live, will the solution deployed meet all of the desired requirements for MAS specified in this RFP? If no, which desired requirements would not be met?</p>	<p><i>There is a portion of this answer included in the Restricted Question and Answer; Please see Change No.2 of this Addendum.</i></p> <p>The solution deployed meets the Department's basic requirements included in the current Contract. There is additional intelligence detail which the Department would like to obtain from the systems, if available.</p>
16	<p>b. QUESTION: If any of the facilities are live, would FDC provide 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>The current Contractor considers infrastructure-related information proprietary and confidential.</p> <p><i>There is a portion of this answer included in the Restricted Question and Answer; Please see Change No.2 of this Addendum.</i></p>
17	<p>c. QUESTION: From the prior Q&A, we understand that 1 site was to be deployed with the CellBlox MAS solution and the other two would implement the Harris MAS solution. Would the FDC provide some guidance as to why all sites are not going live with the same MAS solution?</p>	<p>The current Contractor selected the technology to be used for their installed solution based on their assessment of the facilities and their technical expertise.</p>
18	<p>d. QUESTION: Would the FDC please provide any documentation related to the agreement between FDC and the incumbent ITS vendor in regards to the current provision of MAS in lieu of commissions? Is there a statement of work for the ongoing MAS project? If yes, would you provide it? If not, please describe the scope of MAS services currently being provided by the incumbent vendor.</p>	<p>The agreement between the Department and Securus for the provision of MAS, and other technologies, in lieu of commissions was incorporated in the current Contract C2372, in Amendment 9. This document is available at: https://facts.fldfs.com/Search/ContractDetail.aspx?AgencyId=700000&ContractId=C2372</p>
19	<p>e. QUESTION: Does the current arrangement require the vendor to do physical “sweeps” (spectrum analysis by a RF Engineer) for contraband phones on an ongoing basis?</p>	<p><i>This answer is included in the Restricted Question and Answer; Please see Change No. 2 of this Addendum.</i></p>

Question Number	Question	Answer
20	f. QUESTION: Will FDC take ownership of the hardware and software in its entirety? If yes, what is the agreement for maintenance? If no, what will FDC own?	The Department is not retaining any ownership of hardware or software, other than the fiber and conduit.
21	g. QUESTION: If the contract is awarded to a company other than the incumbent, will the incumbent be leaving existing MAS equipment, including the fiber runs, in place?	Please see the Answer for Question #20 of this Addendum.
22	h. QUESTION: What will happen in regards to the presently deployed MAS hardware in the event that FDC changes vendors? Who would be responsible for removing existing equipment?	In the event that the incumbent Vendor is not awarded the resulting Contract, the current Contractor will remove all MAS-related equipment, except for the fiber, and will remove the inmate telephones.
23	i. QUESTION: What is the current pass percentage and what are the testing procedures?	<i>This answer is included in the Restricted Question and Answer; Please see Change No. 2 of this Addendum.</i>
24	j. QUESTION: Is there a preference between iDAS and oDAS solutions?	The current installation is an iDAS system but the Department is open to reviewing each Respondent's proposed solution. Any proposed solution must not interfere with other technology currently in use, such as the Department's Kronos Timekeeping system, whose clocks connect via a cellular connection.
25	k. QUESTION: Are the work camps and annex (at Wakulla) part of the current installation?	Yes.
26	l. QUESTION: Can the awarded Vendor install poles?	The Department is open to reviewing each Respondent's proposed solution; however, solutions must meet security requirements which prohibit pole placement within a certain distance from the secure perimeter.
27	m. QUESTION: Can you please provide the state property lines for each facility?	Please consult the county property appraiser GIS website for Wakulla, Martin and Okeechobee counties.
28	n. QUESTION: <i>This question is included in the Restricted Question and Answer; Please see Change No. 1 of this Addendum.</i>	<i>This answer is included in the Restricted Question and Answer; Please see Change No. 2 of this Addendum.</i>

Question Number	Question	Answer
29	<p>o. QUESTION: Would full coverage of the property be permissible?</p>	<p>The Department is interested in expanding our coverage to the extent coverage does not interfere with other Department technology, including authorized employee cellular phones and staff timekeeping application(s). Authorized employees need to be able to utilize their cellular phones consistently for both incoming and outgoing calls. We are interested in reviewing each Respondent's proposed solution.</p>
30	<p>6) Addendum 003 Q&A Question - 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? Answer - 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. QUESTION: This would seem to indicate that the vendor must positively identify every called party via BNA. Is this process currently in place? If so, what is the process currently utilized by the incumbent? If awarded to a vendor other than the incumbent, will the data received from the outgoing vendor with regards to approved call lists numbers be accepted as verified or will FDC require the new vendor to revalidate all numbers?</p>	<p>Yes, a BNA verification process is currently in place. In the event that the incumbent Vendor is not awarded the resulting Contract, the approved call list numbers reviewed by the prior Vendor will be accepted as verified. Inmates are allowed to update their call lists twice per year. During transition and implementation, any submitted call list updates must be verified by the awarded Vendor.</p>

Question Number	Question	Answer
31	<p>(1) Managed Access - Managed access has two components with one being the controllers and two being the distributed antenna system (DAS). We understand the antenna system would remain for another provider's utilization.</p> <p>Q1: Will the incumbent also be required to put in new controllers to ensure the State has the latest technology?</p> <p>Q2: Will the State provide an inventory of the components related to the DAS that can be utilized by the successful bidder including: Manufacturer and part #s of the antenna system, and the routers/switches of the associated LAN infrastructure? Please include any applicable software versions for each device.</p>	<p>For clarification, please see the Answer to Question #20 regarding equipment ownership.</p>
32	<p>(2) Geo Fencing. In Amendment 3, question 4 related to Geo Fencing, it is still unclear to us what the desired solution is. Can the State elaborate on the response in sub section 2 where "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." Normally, geo fencing is to identify locations of a called party location once the cell phone is located within a virtual fence/perimeter.</p> <p>Q1: Is the intent to monitor within the facility walls or the called party cell phone locations external to the facility?</p> <p>Q2: Is this analysis/software intended to be integrated within the ITS or stand alone software?</p>	<p>1. <i>A portion of this answer is included in the Restricted Question and Answer; Please see Change No.2 of this Addendum.</i></p> <p>2. The Department has no preference whether the software is integrated with the ITS or stand-alone, but must be capable of restricting the data by permission levels.</p>

Question Number	Question	Answer
33	<p>(3) Cost Proposal – With respect to the cost proposal and pricing value added services, variations of many of these services can have a substantial impact on cost and can be problematic with cost listed as a single line item:</p> <p>Q1: Will the State confirm that pricing needs to include all value adds in the RFP?</p> <p>Q2: Will the State allow for multiple cost proposals so bidders can provide the State the desired level of services and optimal cost?</p>	<p>1. Confirmed, please see the Answer to Question #25 of Addendum 003.</p> <p>2. No, multiple cost proposals cannot be provided at the point of Reply. However, Vendors are encouraged to submit additional ideas for improvement in TAB G of their Reply. At the point of negotiations, Vendors may discuss alternate cost proposals.</p>

ATTACHMENT XI
NON-DISCLOSURE AGREEMENT FOR RESTRICTED INFORMATION
FDC ITN-17-122

In connection with FDC ITN-17-122, entitled "Inmate Telecommunications Services" the Florida Department of Corrections ("FDC") is disclosing to you business information, procedures, technical information and/or ideas identified as "Restricted".

In consideration of any disclosure and any Restricted information provided by FDC concerning ITN-17-122, you agree as follows:

1. You will hold in confidence and not possess or use (except to evaluate and review in relation to the ITN) or disclose any Restricted information except information you can document (a) is in the public domain through no fault of yours, (b) was properly known to you, without restriction, prior to disclosure by FDC, or (c) was properly disclosed to you by another person without restriction, and you will not reverse engineer or attempt to derive the composition or underlying information, structure or ideas of any Restricted information. The foregoing does not grant you a license in or to any of the Restricted information.
2. If you decide not to proceed with the proposed business relationship or if asked by FDC, you will promptly return all Restricted information and all copies, extracts and other objects or items in which it may be contained or embodied.
3. You will promptly notify FDC of any unauthorized release of Restricted information.
4. You understand that this statement does not obligate FDC to disclose any information or negotiate or enter into any agreement or relationship.
5. You acknowledge and agree that due to the unique nature of the Restricted information, any breach of this agreement would cause irreparable harm to FDC for which damages is not an adequate remedy and that the FDC shall therefore be entitled to equitable relief in addition to all other remedies available at law.
6. The terms of this Agreement will remain in effect with respect to any particular Restricted information until you can document that it falls into one of the exceptions stated in Paragraph 1 above.
7. This Agreement is governed by the laws of the State of Florida and may be modified or waived only in writing. If any provision is found to be unenforceable, such provision will be limited or deleted to the minimum extent necessary so that the remaining terms remain in full force and effect. The prevailing party in any dispute or legal action regarding the subject matter of this Agreement shall be entitled to recover attorneys' fees and costs.

Information identified as "Restricted" will be included in a CD, as specified in Addendum 006 of the ITN.

Acknowledged and agreed on _____, 2017

By: _____
(Signature)

Name: _____

Company Name: _____

Title: _____

Florida Department of Corrections (FDC)

By: _____
(Signature)

Name: _____

ADDENDUM #007

Solicitation Number: FDC ITN-17-122
Solicitation Title: Inmate Telecommunications Services
Opening Date/Time: **TBD** ~~May 18, 2017~~ at 2:00 p.m., Eastern Time
Addendum Number: 007

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.

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This Addendum includes the following revisions:

Change No. 1: A change to the Timeline.

**REVISED
TIMELINE
FDC ITN-17-122**

EVENT	DUE DATE	LOCATION
Release of ITN	November 2, 2016	Vendor Bid System (VBS): http://vbs.dms.state.fl.us/vbs/main_menu
Non-Mandatory Pre-Bid Conference and Site Visits	November 14-16, 2016	See Section 4.16 for a complete listing of these <u>non-mandatory</u> 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: purchasing@fdc.myflorida.com (reference solicitation number in subject line)
Anticipated Posting of Answers to Submitted Questions	January 17, 2017	Vendor Bid System (VBS): http://vbs.dms.state.fl.us/vbs/main_menu
2 nd Round of Non- Mandatory Pre-Bid Conferences/ Site Visits	March, 2017	See Section 4.16 for a complete listing of these non-mandatory site visits.
2 nd Round of Questions Due	March 30, 2017 Prior to 5:00 p.m., Eastern Time	Submit to: Florida Department of Corrections Bureau of Procurement Email: purchasing@fdc.myflorida.com (reference solicitation number in subject line)

Anticipated Posting of 2 nd Round of Answers to Submitted Questions	April 24, 2017	Vendor Bid System (VBS): http://vbs.dms.state.fl.us/vbs/main_menu
Sealed Replies Due and Opened	TBD May 18, 2017 2:00 p.m., Eastern Time	Florida Department of Corrections Bureau of Procurement 501 South Calhoun Street Tallahassee, Florida 32399
Evaluation Team Meeting	TBD June 1, 2017 2:00 p.m., Eastern Time	Florida Department of Corrections Bureau of Procurement 501 South Calhoun Street Tallahassee, Florida 32399
Anticipated Negotiations	TBD June-August, 2017	Florida Department of Corrections Bureau of Procurement 501 South Calhoun Street Tallahassee, Florida 32399
Anticipated Posting of Intent to Award	TBD September, 2017	Vendor Bid System (VBS): http://vbs.dms.state.fl.us/vbs/main_menu

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ADDENDUM #008

Solicitation Number: FDC ITN-17-122
Solicitation Title: Inmate Telecommunications Services
Opening Date/Time: **June 27, 2017** at 2:00 p.m., Eastern Time
Addendum Number: 008

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.

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**REVISED
TIMELINE
FDC ITN-17-122**

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Non-Mandatory Pre-Bid Conference and Site Visits	November 14-16, 2016	See Section 4.16 for a complete listing of these non-mandatory 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: purchasing@fdc.myflorida.com (reference solicitation number in subject line)
Anticipated Posting of Answers to Submitted Questions	January 17, 2017	Vendor Bid System (VBS): http://vbs.dms.state.fl.us/vbs/main_menu
2 nd Round of Non-Mandatory Pre-Bid Conferences/ Site Visits	March, 2017	See Section 4.16 for a complete listing of these non-mandatory site visits.
2 nd Round of Questions Due	March 30, 2017 Prior to 5:00 p.m., Eastern Time	Submit to: Florida Department of Corrections Bureau of Procurement Email: purchasing@fdc.myflorida.com (reference solicitation number in subject line)

Anticipated Posting of 2 nd Round of Answers to Submitted Questions	April 24, 2017	Vendor Bid System (VBS): http://vbs.dms.state.fl.us/vbs/main_menu
Sealed Replies Due and Opened	June 27, 2017 TBD May 18, 2017 2:00 p.m., Eastern Time	Florida Department of Corrections Bureau of Procurement 501 South Calhoun Street Tallahassee, Florida 32399
Evaluation Team Meeting	July 11, 2017 TBD June 1, 2017 2:00 p.m., Eastern Time	Florida Department of Corrections Bureau of Procurement 501 South Calhoun Street Tallahassee, Florida 32399
Anticipated Negotiations	August-September, 2017 TBD June-August, 2017	Florida Department of Corrections Bureau of Procurement 501 South Calhoun Street Tallahassee, Florida 32399
Anticipated Posting of Intent to Award	October, 2017 TBD September, 2017	Vendor Bid System (VBS): http://vbs.dms.state.fl.us/vbs/main_menu

Change No. 2: A change to Section 4.8.A (2).

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 **(Worth 22 weighted points)**:
 - 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? **(Worth 22 weighted points)**
- c) To what extent do the Vendor's proposed value-added services maximize the benefits to the Department? **(Worth 21 weighted points, allocated below)**
 - a. Cell phone detection equipment and phone system surveillance services, including those listed in Sections 3.2.1, 3.2.4, and 3.2.5. **(4 points)**
 - b. Cell phone forensics and intelligence, including those listed in Sections 3.2.2 and 3.2.3. **(4 points)**

- c. Managed Access Systems described in Section 3.2.7 **(4 points)**
- d. Vendor-provided phone call monitoring services referenced in Section 3.2.6. **(4 points)**
- e. Any other 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. **(5 points)**

In the negotiation phase of this procurement, the Department reserves the right to negotiate for these or other value-added services identified through the negotiation process. Further, the Department is not bound to the point allocation or prioritization included in this section when determining the best value to the Department.

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ADDENDUM #009

Solicitation Number: FDC ITN-17-122
Solicitation Title: Inmate Telecommunications Services
Opening Date/Time: **TBD** ~~June 27, 2017~~ at 2:00 p.m., Eastern Time
Addendum Number: 009

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.

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FDC ITN-17-122**

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Non-Mandatory Pre-Bid Conference and Site Visits	November 14-16, 2016	See Section 4.16 for a complete listing of these non-mandatory 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: purchasing@fdc.myflorida.com (reference solicitation number in subject line)
Anticipated Posting of Answers to Submitted Questions	January 17, 2017	Vendor Bid System (VBS): http://vbs.dms.state.fl.us/vbs/main_menu
2 nd Round of Non-Mandatory Pre-Bid Conferences/ Site Visits	March, 2017	See Section 4.16 for a complete listing of these non-mandatory site visits.
2 nd Round of Questions Due	March 30, 2017 Prior to 5:00 p.m., Eastern Time	Submit to: Florida Department of Corrections Bureau of Procurement Email: purchasing@fdc.myflorida.com (reference solicitation number in subject line)

Anticipated Posting of 2 nd Round of Answers to Submitted Questions	April 24, 2017	Vendor Bid System (VBS): http://vbs.dms.state.fl.us/vbs/main_menu
Sealed Replies Due and Opened	TBD June 27, 2017 TBD May 18, 2017 2:00 p.m., Eastern Time	Florida Department of Corrections Bureau of Procurement 501 South Calhoun Street Tallahassee, Florida 32399
Evaluation Team Meeting	TBD July 11, 2017 TBD June 1, 2017 2:00 p.m., Eastern Time	Florida Department of Corrections Bureau of Procurement 501 South Calhoun Street Tallahassee, Florida 32399
Anticipated Negotiations	TBD August-September, 2017 TBD June-August, 2017	Florida Department of Corrections Bureau of Procurement 501 South Calhoun Street Tallahassee, Florida 32399
Anticipated Posting of Intent to Award	TBD October, 2017 TBD September, 2017	Vendor Bid System (VBS): http://vbs.dms.state.fl.us/vbs/main_menu

ADDENDUM #010

Solicitation Number: FDC ITN-17-122
Solicitation Title: Inmate Telecommunications Services
Opening Date/Time: **August 16, 2017** ~~TBD~~ at 2:00 p.m., Eastern Time
Addendum Number: 010

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.

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Anticipated Posting of 2 nd Round of Answers to Submitted Questions	April 24, 2017	Vendor Bid System (VBS): http://vbs.dms.state.fl.us/vbs/main_menu
Sealed Replies Due and Opened	<p>August 16, 2017 2:00 p.m., Eastern Time</p> <p>TBD June 27, 2017 TBD May 18, 2017 2:00 p.m., Eastern Time</p>	Florida Department of Corrections Bureau of Procurement 501 South Calhoun Street Tallahassee, Florida 32399
Evaluation Team Meeting	<p>August 24, 2017 2:00 p.m., Eastern Time</p> <p>TBD July 11, 2017 TBD June 1, 2017 2:00 p.m., Eastern Time</p>	Florida Department of Corrections Bureau of Procurement 501 South Calhoun Street Tallahassee, Florida 32399
Anticipated Negotiations	<p>October-November 2017 TBD</p> <p>August-September, 2017 TBD</p> <p>June-August, 2017</p>	Florida Department of Corrections Bureau of Procurement 501 South Calhoun Street Tallahassee, Florida 32399
Anticipated Posting of Intent to Award	<p>December, 2017 TBD</p> <p>October, 2017 TBD</p> <p>September, 2017</p>	Vendor Bid System (VBS): http://vbs.dms.state.fl.us/vbs/main_menu

ADDENDUM #011

Solicitation Number: FDC ITN-17-122
Solicitation Title: Inmate Telecommunications Services
Opening Date/Time: August 16, 2017 at 2:00 p.m., Eastern Time
Addendum Number: 011

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.

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2 nd Round of Non- Mandatory Pre-Bid Conferences/ Site Visits	March, 2017	See Section 4.16 for a complete listing of these non-mandatory site visits.
2 nd Round of Questions Due	March 30, 2017 Prior to 5:00 p.m., Eastern Time	Submit to: Florida Department of Corrections Bureau of Procurement Email: purchasing@fdc.myflorida.com (reference solicitation number in subject line)

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Sealed Replies Due and Opened	August 16, 2017 2:00 p.m., Eastern Time	Florida Department of Corrections Bureau of Procurement 501 South Calhoun Street Tallahassee, Florida 32399
Evaluation Team Meeting	August 24, 2017 2:00 p.m., Eastern Time	Florida Department of Corrections Bureau of Procurement 501 South Calhoun Street Tallahassee, Florida 32399
Anticipated Negotiations	October-November 2017	Florida Department of Corrections Bureau of Procurement 501 South Calhoun Street Tallahassee, Florida 32399
Negotiation Team Meeting	March, 2018	Florida Department of Corrections Bureau of Procurement 501 South Calhoun Street Tallahassee, Florida 32399
Anticipated Posting of Intent to Award	April, 2018 December, 2017	Vendor Bid System (VBS): http://vbs.dms.state.fl.us/vbs/main_menu

ADDENDUM #012

Solicitation Number: FDC ITN-17-122
Solicitation Title: Inmate Telecommunications Services
Opening Date/Time: August 16, 2017 at 2:00 p.m., Eastern Time
Addendum Number: 012

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.

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Sealed Replies Due and Opened	August 16, 2017 2:00 p.m., Eastern Time	Florida Department of Corrections Bureau of Procurement 501 South Calhoun Street Tallahassee, Florida 32399
Evaluation Team Meeting	August 24, 2017 2:00 p.m., Eastern Time	Florida Department of Corrections Bureau of Procurement 501 South Calhoun Street Tallahassee, Florida 32399
Anticipated Negotiations	October-November 2017	Florida Department of Corrections Bureau of Procurement 501 South Calhoun Street Tallahassee, Florida 32399
Negotiation Team Meeting	May 31, 2018 at 3:00 p.m., Eastern Time March 2018	Florida Department of Corrections Bureau of Procurement 501 South Calhoun Street Tallahassee, Florida 32399
Anticipated Posting of Intent to Award	April, 2018 June 2018	Vendor Bid System (VBS): http://vbs.dms.state.fl.us/vbs/main_menu

ADDENDUM #013

Solicitation Number: FDC ITN-17-122
Solicitation Title: Inmate Telecommunications Services
Opening Date/Time: August 16, 2017 at 2:00 p.m., Eastern Time
Addendum Number: 013

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Evaluation Team Meeting	August 24, 2017 2:00 p.m., Eastern Time	Florida Department of Corrections Bureau of Procurement 501 South Calhoun Street Tallahassee, Florida 32399
Anticipated Negotiations	October-November 2017	Florida Department of Corrections Bureau of Procurement 501 South Calhoun Street Tallahassee, Florida 32399
Negotiation Team Meeting	June 7, 2018 at 3:00 p.m., Eastern Time May 31, 2018 at 3:00 p.m. March 2018	Florida Department of Corrections Bureau of Procurement 501 South Calhoun Street Tallahassee, Florida 32399
Anticipated Posting of Intent to Award	June 2018 April, 2018	Vendor Bid System (VBS): http://vbs.dms.state.fl.us/vbs/main_menu

ADDENDUM #014

Solicitation Number: FDC ITN-17-122
Solicitation Title: Inmate Telecommunications Services
Opening Date/Time: August 16, 2017 at 2:00 p.m., Eastern Time
Addendum Number: 014

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Release of ITN	November 2, 2016	Vendor Bid System (VBS): http://vbs.dms.state.fl.us/vbs/main_menu
Non-Mandatory Pre-Bid Conference and Site Visits	November 14-16, 2016	See Section 4.16 for a complete listing of these non-mandatory 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: purchasing@fdc.myflorida.com (reference solicitation number in subject line)
Anticipated Posting of Answers to Submitted Questions	January 17, 2017	Vendor Bid System (VBS): http://vbs.dms.state.fl.us/vbs/main_menu
2 nd Round of Non- Mandatory Pre-Bid Conferences/ Site Visits	March, 2017	See Section 4.16 for a complete listing of these non-mandatory site visits.
2 nd Round of Questions Due	March 30, 2017 Prior to 5:00 p.m., Eastern Time	Submit to: Florida Department of Corrections Bureau of Procurement Email: purchasing@fdc.myflorida.com (reference solicitation number in subject line)

Anticipated Posting of 2 nd Round of Answers to Submitted Questions	April 24, 2017	Vendor Bid System (VBS): http://vbs.dms.state.fl.us/vbs/main_menu
Sealed Replies Due and Opened	August 16, 2017 2:00 p.m., Eastern Time	Florida Department of Corrections Bureau of Procurement 501 South Calhoun Street Tallahassee, Florida 32399
Evaluation Team Meeting	August 24, 2017 2:00 p.m., Eastern Time	Florida Department of Corrections Bureau of Procurement 501 South Calhoun Street Tallahassee, Florida 32399
Anticipated Negotiations	October-November 2017	Florida Department of Corrections Bureau of Procurement 501 South Calhoun Street Tallahassee, Florida 32399
Negotiation Team Meeting	June 7, 2018 at 3:00 p.m., Eastern Time June 28, 2018 at 3:00 p.m., Eastern Time	Florida Department of Corrections Bureau of Procurement 501 South Calhoun Street Tallahassee, Florida 32399
Anticipated Posting of Intent to Award	June 2018 July 2018	Vendor Bid System (VBS): http://vbs.dms.state.fl.us/vbs/main_menu

ADDENDUM #015

Solicitation Number: FDC ITN-17-122
Solicitation Title: Inmate Telecommunications Services
Opening Date/Time: August 16, 2017 at 2:00 p.m., Eastern Time
Addendum Number: 015

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**

EVENT	DUE DATE	LOCATION
Release of ITN	November 2, 2016	Vendor Bid System (VBS): http://vbs.dms.state.fl.us/vbs/main_menu
Non-Mandatory Pre-Bid Conference and Site Visits	November 14-16, 2016	See Section 4.16 for a complete listing of these non-mandatory 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: purchasing@fdc.myflorida.com (reference solicitation number in subject line)
Anticipated Posting of Answers to Submitted Questions	January 17, 2017	Vendor Bid System (VBS): http://vbs.dms.state.fl.us/vbs/main_menu
2 nd Round of Non- Mandatory Pre-Bid Conferences/ Site Visits	March, 2017	See Section 4.16 for a complete listing of these non-mandatory site visits.
2 nd Round of Questions Due	March 30, 2017 Prior to 5:00 p.m., Eastern Time	Submit to: Florida Department of Corrections Bureau of Procurement Email: purchasing@fdc.myflorida.com (reference solicitation number in subject line)

Anticipated Posting of 2 nd Round of Answers to Submitted Questions	April 24, 2017	Vendor Bid System (VBS): http://vbs.dms.state.fl.us/vbs/main_menu
Sealed Replies Due and Opened	August 16, 2017 2:00 p.m., Eastern Time	Florida Department of Corrections Bureau of Procurement 501 South Calhoun Street Tallahassee, Florida 32399
Evaluation Team Meeting	August 24, 2017 2:00 p.m., Eastern Time	Florida Department of Corrections Bureau of Procurement 501 South Calhoun Street Tallahassee, Florida 32399
Anticipated Negotiations	October-November 2017	Florida Department of Corrections Bureau of Procurement 501 South Calhoun Street Tallahassee, Florida 32399
Negotiation Team Meeting	June 28, 2018 at 3:00 p.m., Eastern Time July 24, 2018 at 2:00 p.m., Eastern Time	Florida Department of Corrections Bureau of Procurement 501 South Calhoun Street Tallahassee, Florida 32399
Anticipated Posting of Intent to Award	July 2018 August 2018	Vendor Bid System (VBS): http://vbs.dms.state.fl.us/vbs/main_menu

ADDENDUM #016

Solicitation Number: FDC ITN-17-122
Solicitation Title: Inmate Telecommunications Services
Opening Date/Time: August 16, 2017 at 2:00 p.m., Eastern Time
Addendum Number: 016

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**

EVENT	DUE DATE	LOCATION
Release of ITN	November 2, 2016	Vendor Bid System (VBS): http://vbs.dms.state.fl.us/vbs/main_menu
Non-Mandatory Pre-Bid Conference and Site Visits	November 14-16, 2016	See Section 4.16 for a complete listing of these non-mandatory 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: purchasing@fdc.myflorida.com (reference solicitation number in subject line)
Anticipated Posting of Answers to Submitted Questions	January 17, 2017	Vendor Bid System (VBS): http://vbs.dms.state.fl.us/vbs/main_menu
2 nd Round of Non- Mandatory Pre-Bid Conferences/ Site Visits	March, 2017	See Section 4.16 for a complete listing of these non-mandatory site visits.
2 nd Round of Questions Due	March 30, 2017 Prior to 5:00 p.m., Eastern Time	Submit to: Florida Department of Corrections Bureau of Procurement Email: purchasing@fdc.myflorida.com (reference solicitation number in subject line)

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Anticipated Negotiations	October-November 2017	Florida Department of Corrections Bureau of Procurement 501 South Calhoun Street Tallahassee, Florida 32399
Negotiation Team Meeting	November 21, 2018 2:00 p.m., Eastern Time July 24, 2018 at 2:00 p.m., Eastern Time	Florida Department of Corrections Bureau of Procurement 501 South Calhoun Street Tallahassee, Florida 32399
Anticipated Posting of Intent to Award	January 2019 August 2018	Vendor Bid System (VBS): http://vbs.dms.state.fl.us/vbs/main_menu

ADDENDUM #017

Solicitation Number: FDC ITN-17-122
Solicitation Title: Inmate Telecommunications Services
Opening Date/Time: August 16, 2017 at 2:00 p.m., Eastern Time
Addendum Number: 017

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**

EVENT	DUE DATE	LOCATION
Release of ITN	November 2, 2016	Vendor Bid System (VBS): http://vbs.dms.state.fl.us/vbs/main_menu
Non-Mandatory Pre-Bid Conference and Site Visits	November 14-16, 2016	See Section 4.16 for a complete listing of these non-mandatory 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: purchasing@fdc.myflorida.com (reference solicitation number in subject line)
Anticipated Posting of Answers to Submitted Questions	January 17, 2017	Vendor Bid System (VBS): http://vbs.dms.state.fl.us/vbs/main_menu
2 nd Round of Non- Mandatory Pre-Bid Conferences/ Site Visits	March, 2017	See Section 4.16 for a complete listing of these non-mandatory site visits.
2 nd Round of Questions Due	March 30, 2017 Prior to 5:00 p.m., Eastern Time	Submit to: Florida Department of Corrections Bureau of Procurement Email: purchasing@fdc.myflorida.com (reference solicitation number in subject line)

Anticipated Posting of 2 nd Round of Answers to Submitted Questions	April 24, 2017	Vendor Bid System (VBS): http://vbs.dms.state.fl.us/vbs/main_menu
Sealed Replies Due and Opened	August 16, 2017 2:00 p.m., Eastern Time	Florida Department of Corrections Bureau of Procurement 501 South Calhoun Street Tallahassee, Florida 32399
Evaluation Team Meeting	August 24, 2017 2:00 p.m., Eastern Time	Florida Department of Corrections Bureau of Procurement 501 South Calhoun Street Tallahassee, Florida 32399
Anticipated Negotiations	October-November 2017	Florida Department of Corrections Bureau of Procurement 501 South Calhoun Street Tallahassee, Florida 32399
Negotiation Team Meeting	November 21, 2018 2:00 p.m., Eastern Time	Florida Department of Corrections Bureau of Procurement 501 South Calhoun Street Tallahassee, Florida 32399
Anticipated Posting of Intent to Award	December 11, 2018 January 2019	Vendor Bid System (VBS): http://vbs.dms.state.fl.us/vbs/main_menu



**FLORIDA
DEPARTMENT of
CORRECTIONS**

Governor
RICK SCOTT
Secretary
JULIE L. JONES

501 South Calhoun Street, Tallahassee, FL 32399-2500

<http://www.dc.state.fl.us>

DATE: December 6, 2018

MEMO TO: Julie L. Jones, Secretary
Florida Department of Corrections

THROUGH: Kasey B. Faulk, Bureau Chief and Lead Negotiator for ITN-17-122
Bureau of Procurement

FROM: Tammy Davis, Purchasing Manager
Bureau of Procurement

SUBJECT: Recommendation of Award for Invitation to Negotiate (ITN) FDC ITN-17-122, Inmate Telecommunication Services

I. DESCRIPTION OF EQUIPMENT OR SERVICES

This procurement action is to establish an award of one (1) Contract for the provision of telecommunication services for inmates at all of the Department's Correctional Institutions and associated satellite facilities, with the option for use by private correctional facilities.

II. SUMMATION

The appointed Negotiation Team has recommended that a Contract for Inmate Telecommunication Services be awarded to Global Tel*Link Corporation (GTL).

III. CHRONOLOGICAL HISTORY OF THE SOLICITATION

- A. The Bureau of Procurement released an ITN for the subject services on November 2, 2016.
- B. The non-mandatory Pre-Bid Conference and Site Visits were conducted from November 14, 2016, through November 16, 2016, at multiple institutions, as described in the ITN.
- C. On December 22, 2016, the Department issued Addendum 001 to revise the Timeline for the advertisement of official answers, based on the volume of inquiries.
- D. On January 9, 2017, Addendum 002 was issued to amend the Timeline for advertisement of the Department's written answers and all subsequent dates.
- E. On January 17, 2017, the Department advertised Addendum 003, revising the ITN requirements in Section 3.6.4, System Service Functionality Requirements Service Area, and Section 3.6.5, Other Service Requirements Service Area, incorporating the call data by months, revising the Table in Section 4.9.A, and noting the Department's answers to written inquiries.

EXHIBIT "B"

- F. On February 2, 2017, the Department advertised Addendum 004, revising the Timeline to accommodate the protest process, as a written formal protest was received from CenturyLink subsequent to the advertisement of the Department's written answers to written inquiries.
- G. On February 23, 2017, the Department advertised Addendum 005, to revise the Timeline to include a second round of Non-Mandatory Pre-Bid Conferences/Site Visits and a second round of written inquiries/answers. Additionally, the ITN was revised to provide additional information on a Managed Access System, as a settlement to the submitted protest, and to correct a minor mathematical error in Section 4.9.
- H. On April 24, 2017, the Department advertised Addendum 006, answering the second round of written inquiries received, revising ITN Section 4.8.A(2), and adding a Non-Disclosure Agreement for Restricted Information as Attachment XI of the ITN.
- I. On May 16, 2017, the Department advertised Addendum 007, revising the Timeline to accommodate the protest process, as a written formal protest was received from GTL subsequent to the advertisement of the Department's written answers to written inquiries.
- J. On June 13, 2017, the Department advertised Addendum 008, revising the Timeline and revising the requirements in ITN Section 4.8.A(2) as a settlement to the submitted protest.
- K. On June 26, 2017, the Department advertised Addendum 009, revising the Timeline to accommodate the protest process, as a written formal protest was received from Securus Technologies, Inc. (Securus) subsequent to the June 13th advertisement of the Department's revised requirements.
- L. On July 28, 2017, the Department advertised Addendum 010, revising the Timeline to proceed with the ITN solicitation process.
- M. Replies were publicly opened on August 16, 2017, at 2:00 p.m., Eastern Time. The Department received responses from three (3) Vendors: CenturyLink, GTL, and Securus.
- N. Negotiations began November 2017.
- O. On February 9, 2018, the Department advertised Addendum 011, revising the Timeline to publicly notice the Negotiation Team Meeting in March 2018, and to change the Anticipated Posting of Intent to Award to April 2018 due to ongoing negotiations.
- P. On April 23, 2018, the Department issued a Request for Best and Final Offers (RBAFO) to all participating Vendors, indicating Vendor Best and Final Offers (BAFOs) were due May 17, 2018, by 2:00 p.m., Eastern Time. The deadline for Vendor BAFOs was ultimately moved to 2:00 p.m., Eastern Time, on May 30, 2018.
- Q. On May 3, 2018, the Department advertised Addendum 012, moving the Negotiation Team Meeting to May 31, 2018, at 3:00 p.m., Eastern Time, and changing the Anticipated Posting of Intent to Award to June 2018 due to additional Vendor questions.
- R. On May 17, 2018, the Department advertised Addendum 013, moving the Negotiation Team Meeting to June 7, 2018, at 3:00 p.m., Eastern Time, to accommodate additional time for all Vendors to provide additional information to the Department for consideration.
- S. On June 4, 2018, the Department advertised Addendum 014, moving the Negotiation Team Meeting to June 28, 2018, at 3:00 p.m., Eastern Time, and change the Anticipated Posting of Intent

to Award to July 2018. This change was due to BAFO clarifications needed, and additional negotiation sessions held.

- T. On June 22, 2018, the Negotiation Team requested clarification from Vendors regarding their BAFOs. Responses for this request were due no later than 5:00 p.m., Eastern Time, on June 26, 2018.
- U. On June 25, 2018, the Department advertised Addendum 015, moving the Negotiation Team Meeting to July 24, 2018, at 2:00 p.m., Eastern Time, and changing the Anticipated Posting of Intent to Award to August 2018, due to BAFO clarifications needed and additional negotiation sessions held.
- V. On November 1, 2018, the Department advertised Addendum 016, moving the Negotiation Team Meeting to November 21, 2018, at 2:00 p.m., Eastern Time, and changing the Anticipated Posting of Intent to Award to January 2019, to allow finalization and review of BAFOs and adequate time for the decision-making process.

IV. REPLY EVALUATION PHASE

On November 14, 2017, the Procurement Officer provided instructions and distributed the evaluation materials to the Evaluation Team. Based on the established criteria defined in the ITN, the three-member Evaluation Team evaluated and scored the Technical portion of the Vendors’ Replies, and the Procurement Officer evaluated and scored the Vendors’ Cost Replies.

The Final Evaluation Scores were used to preliminarily rank the Replies, and then the rankings were used to establish a competitive range to determine which Vendors would be invited to participate in the Negotiation Phase. Based on the competitive scores of all responsive, responsible Vendors, the three-member Negotiation Team selected all Vendors for invitation to participate in the Negotiation Phase. A summary of the Final Evaluation Scores and each Vendor’s preliminary ranking is provided below:

Vendor	Technical Score	Cost Score	Final Score	Rank
Securus	441.00	100.00	541.00	1
GTL	408.67	75.72	484.39	2
CenturyLink	394.00	65.00	459.00	3

V. NEGOTIATION PHASE

Multiple negotiation sessions were held with each Vendor. Negotiation sessions included discussion of service requirements, staffing, pricing, performance measures, and financial consequences. Negotiations also included value-added services to be provided to the Department at no additional cost.

The Department then released a Request for Best and Final Offer (RBAFO) to each Vendor. The BAFOs were due, and received from each Vendor, by the deadline on May 30, 2018. After submission of the BAFOs, subsequent clarifications and revisions were provided by each Vendor. These final revised BAFOs including a revised BAFO from GTL, a revised BAFO from CenturyLink, and options 5, 6, and 7 presented in a revised BAFO from Securus were considered for the ITN award. Each Negotiator then reviewed all Vendors’ revised BAFOs independently, and the Negotiation Team Meeting was held on November 21, 2018, to make a recommendation of award based on the Selection Criteria denoted in the ITN. The Negotiation Team unanimously recommended an award to Global Tel*Link Corporation, as the Vendor providing best value to the Department.

VI. COST ANALYSIS

The Department reviewed industry pricing of similar state correctional departments, as well as the rates in the Department's current Contract with Securus. Each state utilized a unique set of per-minute pricing, as well as various fees and surcharges as outlined below:

State Department of Corrections (DOC)	Local Per Minute Rate	Intrastate Per Minute Rate	Interstate Per Minute Rate	Funding Fee/Account Setup Fee	Additional Fees
Georgia DOC	\$0.13	\$0.13 (within 16 miles) or \$0.16 (over 17 miles)	\$0.21	Up to \$4.75 to fund prepaid accounts	
Texas DOC	\$0.06	\$0.06	\$0.06	Up to \$5.95 to fund prepaid accounts	\$2.00 fee per collect call
California DOC	\$0.096	\$0.135	\$0.25	\$3.00 one-time account setup fee	\$0.99 for each Advanced Pay One Call
Current FDC Contract	\$0.04	\$0.14	\$0.14	None	None

After researching market rates, in the RBAFO the Department chose to set the price and fees that could be charged to ensure fair and reasonable pricing for inmate friends and families, and an equitable, competitive field to review each Vendor's proposed commission rates and value-added services.

Based on a set price of \$0.135 per minute for all types of calling and a deposit fee of \$0.99 for funding prepaid accounts, along with a concession by the Department to eliminate the authorized calling list (PAN), the Vendors proposed the following*:

Compensation/ Value-Added Services	CenturyLink	Securus**	GTL
Vendor Required Concessions from Department	None	10-year initial Contract term	None
Annual Commission	\$4,900,000	\$5,000,000	\$5,000,000
Call Monitoring	5% of monthly minutes monitored by Vendor	5% of randomly selected monthly calls monitored by the Vendor	Up to 10% of monthly calls will be monitored, with no less than 5% monitored by the Vendor
Cell Phone Forensic Lab	Fully functional forensic lab with: <ul style="list-style-type: none"> • 10 full-time staff • 4 Cellebrite units • Mass storage 	Fully functional forensic lab with: <ul style="list-style-type: none"> • 13 full-time staff • 4 Cellebrite units • Mass storage 	Fully functional forensic lab with: <ul style="list-style-type: none"> • 15 full-time staff • 10 Cellebrite units • Mass storage

Compensation/ Value-Added Services	CenturyLink	Securus**	GTL
Cell Phone Forensic Lab (continued)	<ul style="list-style-type: none"> • Analytical Software • Facial Recognition • Analyzer Link (analytic tool from ITS) • Mobile Device Disposal 	<ul style="list-style-type: none"> • THREADS analytical software • Facial Recognition • SnapTrends Social Media monitoring • Encase • XRY • Chip Off • Electronic Inventory Barcode System • Mobile Device Disposal 	<ul style="list-style-type: none"> • Analytical Software provided by Data IQ • Mobile IQ and FUSION systems • Mobile Device Disposal • Electronic Inventory System
Contraband Detection	<ul style="list-style-type: none"> • TIPS line monitoring • 300 CEIA handheld metal detectors (Year 1, Year 4, Year 7) 	<ul style="list-style-type: none"> • TIPS line monitoring • TIG Geutebrück Thermal Detection System, including network connectivity, at all major institutions & adjacent work camps (in negotiations they included annexes as part of the major institution), includes maintenance-on mutually agreed upon timeline • Continued operation of the 3 current MAS systems, with expanded coverage to the perimeter 	<ul style="list-style-type: none"> • TIPS line monitoring • 497 FLIR 35mm integrated Thermal Fence camera system with installation (average of 7 per facility), including network connectivity • Provision of 2 MAS systems at facilities that currently have systems implemented • 100 CEIA MSD towers
Intelligence Enhancements	<ul style="list-style-type: none"> • Reverse number lookup • ICER • Word spotting • Voice biometric PIN validation • Continuous voice biometrics through The Imposter module of Enforcer • CRIMES case management • 1,500 Dell Wyse 3040 thin clients (300 annually) 	<ul style="list-style-type: none"> • Reverse number lookup • ICER • Word spotting • Voice biometric PIN validation • Continuous voice biometrics through Investigator Pro • Integrate intelligence data with JPay system 	<ul style="list-style-type: none"> • Reverse number lookup • Called Party IQ to monitor inmate-to-Inmate communications (similar to ICER) • Word spotting • Voice biometric PIN validation • Continuous voice biometrics through Voice IQ • Integration of intelligence data with JPay system

Compensation/ Value-Added Services	CenturyLink	Securus**	GTL
Inmate Management	<ul style="list-style-type: none"> • Biometric entry/exit system for visitors, inmates, and staff • 38 Harris P25 yard radio systems over 3 years to enhance communications within the secure perimeter of the institutions 	<ul style="list-style-type: none"> • Biometric entry/exit system for visitors, inmates, and staff in Year 1 through M2SYS system • 38 Harris P25 yard radio systems in Year 2 to enhance communications within the secure perimeter of the institutions • Statewide implementation of the Radianse Real Time Location System or Guard 1 System (active RFID Tracking Systems)-mutually agreed upon implementation timeline 	<ul style="list-style-type: none"> • Biometric entry/exit system for visitors, inmates, and staff through GTL Visitation platform • 38 Harris P25 yard radio systems in Years 1 and 2 to enhance communications within the secure perimeter of the institutions • Statewide implementation of the Radianse Real Time Location System (active RFID Tracking System) (10 major institutions in Year 1, 15 per year in Years 2-4, 16 in Year 5)
ADA Features	<ul style="list-style-type: none"> • CapTel phones at designated locations • TTY call recording • TTY transcription 	<ul style="list-style-type: none"> • 50 CapTel 840 phones at designated locations, integrated into the phone systems • TTY call recording • TTY transcription 	<ul style="list-style-type: none"> • CapTel phones installed upon request • TTY call recording • TTY transcription
Other/Misc.	150 iPhones annually	Electronic forms for inmates through the JPay kiosk	Virtual Receptionist (IVR) for each institution to answer common questions and direct calls

**Information is summarized and more comprehensive information is available in each Vendor's revised BAFO.*

***Securus provided multiple options; however, the Department felt that Option 5 most closely aligned with what the Department requested during negotiations and was most comparable to other Vendors' solutions.*

The above Vendor proposals represent many hours of discussion and negotiation resulting in both the Department and the recommended Vendor making concessions that led to the best value for the Department. Through the negotiation process, it became clear that Securus and GTL were offering the most competitive solutions. The Negotiation Team felt that both Securus and GTL offered similar core telecommunication services to inmates and the Department with a robust management system. Both Vendors note other state correctional systems as their customers.

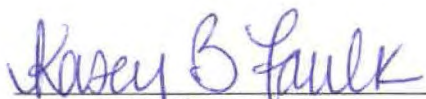
GTL offered commission rates and value-added services that would be implemented throughout the course of a five (5)-year initial contract term. Securus' most comparable option (Option 5) would have spread out implementation of their proposed value-added services over a 10-year initial contract term, with no firm commitment as to when implementation of these services would occur. This represents

the most significant difference in their offerings, as compared to GTL. The other options proposed by Securus, with a five (5)-year contract term, provided lower commission rates and less value-added services to the Department.

VII. RECOMMENDATION

Based on their industry experience, original Reply, subsequent negotiations, and BAFO information, the Negotiation Team concludes that GTL will be able to provide reliable and affordable telecommunication services to the Department's inmates and their families. With the commission rates and value-added services proposed, the Negotiation Team believes awarding GTL a Contract would bring significant improvements in the Department's ability to identify and control both the introduction of contraband into its facilities, and illicit activities, and will allow an increase in the Department's current contributions to the State's General Revenue Fund.

In consideration of the information presented herein, award of this ITN to Global Tel*Link Corporation is determined to represent the best value to the Department and is based on both sound business judgment and the Selection Criteria identified in the ITN. Approval of this award is recommended.



Kasey B. Faulk, Chief of Procurement
Lead Negotiator

12/10/18
Date



Wes Kirkland, Deputy Director of Institutional Operations
Negotiator

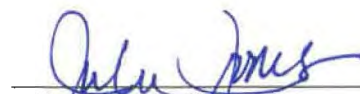
12/10/18
Date



Michael Harrell, Chief of Security Operations
Negotiator

12/10/18
Date

The recommended award is approved.



Julie L. Jones, Secretary
Florida Department of Corrections

12/10/18
Date

Attachments: Agency Decision for FDC ITN-17-122