

**CONTRACT AMENDMENT BETWEEN**  
**THE FLORIDA DEPARTMENT OF CORRECTIONS**  
**AND**  
**MCI WORLDCOM COMMUNICATIONS, INC.**

This is an Amendment to the Contract between the Florida Department of Corrections ("Department") and MCI Worldcom Communications, Inc., ("Contractor") to provide a statewide inmate telephone system ("ITS").

**This Amendment:**

- **extends the current contract;**
- **revises Section I., A., Contract Term; and**
- **revises Section IV., A., Department's Contract Manager.**

Original Contract period:	June 1, 2001 through May 31, 2006
Amendment # 1:	January 18, 2002 through May 31, 2006
Amendment # 2:	January 29, 2003 through May 31, 2006
Amendment # 3:	May 26, 2006 through May 31, 2007

1. Section I., A., Contract Term, is revised to read:
  - A. This Contract began June 1, 2001 and is scheduled to expire on May 31, 2007. This contract is extended for a period of no more than six (6) months from the expiration date to allow for transition of services under a contract resulting from ITN 06-DC-7695. Upon implementation of new service, this contract shall immediately end.
2. Section IV., A., Department's Contract Manager, is revised to change the name of the Contract Manager and the name of the bureau to which the Local Contract Coordinator is assigned.
  - A. Department's Contract Manager

The Contract Manager for this Contract will be:

Charlie Terrell, Chief  
Bureau of Support Services  
Department of Corrections  
2601 Blair Stone Road  
Tallahassee, Florida 32399-2500  
Telephone: (850) 410-4278  
Fax: (850) 922-9277  
Email: [terrell.charlie@mail.dc.state.fl.us](mailto:terrell.charlie@mail.dc.state.fl.us)

The Local Contract Coordinator for this Contract will be:

William Dupree, Communications Technician II  
Bureau of Support Services  
Florida Department of Corrections  
2601 Blair Stone Road  
Tallahassee, FL 32399-2500  
Telephone: (850) 410-4110  
Fax: (850) 922-9277  
E-mail: [dupree.william@mail.dc.state.fl.us](mailto:dupree.william@mail.dc.state.fl.us)

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

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

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

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

**CONTRACTOR:**

**MCI WORLDCOM COMMUNICATIONS, INC.** *Now Known as MCI Communications Services, Inc. d/b/a Verizon Business Services*

SIGNED BY: Suleiman Hessami<sup>usc</sup>

NAME: Suleiman Hessami

TITLE: VP Pricing/Contract Mgmt

DATE: 5-11-07

FEID #: \_\_\_\_\_

**DEPARTMENT OF CORRECTIONS**

SIGNED BY: James R. McDonough

NAME: **James R. McDonough**

TITLE: **Secretary  
Department of Corrections**

DATE: 22 May 07

SIGNED BY: Kathleen Von Hoene

NAME: **Kathleen Von Hoene**

TITLE: **General Counsel  
Department of Corrections**

DATE: 4-30-07

**CONTRACT AMENDMENT BETWEEN  
THE DEPARTMENT OF CORRECTIONS**

**AND**

**MCI WORLDCOM COMMUNICATIONS, INC.**

This is an Amendment to the Contract between the Florida Department of Corrections ("Department") and MCI Worldcom Communications, Inc., ("Contractor") to provide a statewide inmate telephone system ("ITS").

**This Amendment:**

- revises the end date of the Contract referenced in Section I., A., Contract Term;
- renews the Contract for one (1) year pursuant to Section I., B., Contract Renewal;
- revises Section II., D., 2., Rate Requirements;
- revises Section III., A., Payment;
- revises Section IV., A., Department's Contract Manager;
- revises Section IV., C., Contractor's Representative;
- revises Section IV., Y., Performance Guarantee; and
- adds Section VII., CC., Products Available from the Blind or Other Handicapped (RESPECT).

Original Contract period:	June 1, 2001 through May 31, 2006
Amendment # 1:	January 18, 2002 through May 31, 2006
Amendment # 2:	January 29, 2003 through May 31, 2006

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

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

A. This Contract began June 1, 2001, and shall end at midnight on May 31, 2007.

This Contract is in its first renewal year.

2. Section II., D., 2., Rate Requirements is revised to read:

2. Rate Requirements

Any rates, surcharges, operator fees or any other amounts, charged to the billed party by the Contractor, shall comply with all applicable regulations, tariffs and rules of the appropriate regulatory authority. Local and local extended area service calls shall be billed at the same rate as local operator-assisted collect calls. Rates and call surcharges charged to the called party shall be as listed below:

	<u>Per Call Surcharge</u>	<u>Rate Per Minute</u>
Local	\$1.30	\$ 0.000
IntraState	\$1.30	\$ 0.195
InterState	\$1.30	\$ 0.195

Any rate changes, surcharge changes, and tax changes shall be communicated in writing to the Department's Contract Manager, Accounting, five days prior to the change. If the Contractor does not comply with this requirement, liquidated damages pursuant to Subsection 7.30 of Department's Request For Proposal # 00-DC-7295 will be applied.

3. Section III., A., Payment, is revised to read:

A. Payment

The Contractor will compensate the Department at a commission rate of thirty-three percent (33%) of gross revenues. This commission rate is effective on June 01, 2006 (start date of the renewal term). Payment of the commission amount shall be tendered to the Department by electronic funds transfer (EFT) to a specified Department account within thirty (30) days after the final day of the Contractor's regular monthly billing cycle.

The surcharges/rates in Section II., D., 2., shall be applicable to renewal year one only. Should the Department elect to renew the Contract for the 2<sup>nd</sup> renewal term, rates and surcharges will be reviewed and negotiated prior to renewal in the best interest of the State.

4. Section IV., A., Department's Contract Manager, is revised to read:

A. Department's Contract Manager

The Contract Manager for this Contract will be:

Stephen Grizzard, Chief  
Bureau of Facility Services  
Department of Corrections  
2601 Blair Stone Road  
Tallahassee, Florida 32399-2500  
Telephone: (850) 410-4111  
Fax: (850) 922-0027  
Email: [grizzard.stephen@mail.dc.state.fl.us](mailto:grizzard.stephen@mail.dc.state.fl.us)

The Contract Manager will perform the following functions:

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

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

1. Verify receipt of deliverables from the Contractor;

2. Monitor the Contractor's performance; and
3. Review, verify, and approve invoices from the Contractor.

The Local Contract Coordinator for this Contract will be:

William Dupree, Communications Technician II  
Facility Services  
Florida Department of Corrections  
2601 Blair Stone Road  
Tallahassee, FL 32399-2500  
Telephone: (850) 410-4110  
Fax: (850) 922-0227  
E-mail: [dupree.william@mail.dc.state.fl.us](mailto:dupree.william@mail.dc.state.fl.us)

The Local Contract Coordinator for **Accounting** will be:

Mike Deariso, Finance and Accounting  
Florida Department of Corrections  
2601 Blair Stone Road  
Tallahassee, FL 32399-2500  
Telephone: (850) 922-9836  
Fax: (850) 488-1196  
E-mail: [deariso.mike@mail.dc.state.fl.us](mailto:deariso.mike@mail.dc.state.fl.us)

5. Section IV., C., Contractor's Representative, is revised to read:

A. Contractor's Representative

Chuck Parrish, Technical Services Manager  
Verizon Business, Southeast Region  
75 SW 2nd Ave  
Lake Butler, FL 32054  
Telephone: (386) 496-1586  
Cell: (386) 623-0668  
Fax: (386) 496-8005  
Email: [charles.parrish@mci.com](mailto:charles.parrish@mci.com)

6. Section VII., Y., Performance Guarantee, is revised to read:

Y. Performance Guarantee

The Contractor shall furnish the Department with a Performance Guarantee equal to \$1,000,000.00. The form of the guarantee shall be a bond, cashier's check, treasurer's check, bank draft, or certified check made payable to the Department. The guarantee shall be furnished to the Contract Manager, Operations within thirty (30) days after execution of this Amendment.

7. Section VII., CC., Products Available from the Blind or Other Handicapped (RESPECT), is added to read:

CC. Products Available from the Blind or Other Handicapped (RESPECT):


The State/Department supports and encourages the gainful employment of citizens with disabilities. It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the Department insofar as dealings with such qualified nonprofit agency are concerned. Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

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

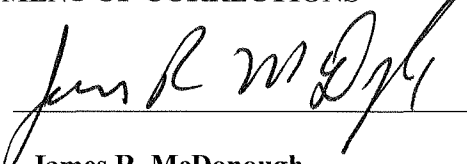
All other terms and conditions of the original Contract and previous Amendments remain in full force and effect.

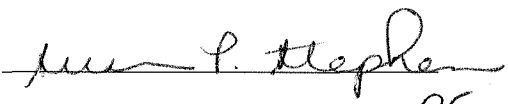
IN WITNESS THEREOF, the parties hereto have caused this Amendment to be executed by their undersigned officials as duly authorized.

**CONTRACTOR:**  
**MCI WORLDCOM COMMUNICATIONS, INC.**

SIGNED BY:   
NAME: Suleiman Hessami  
VP Pricing/Contract Management  
TITLE: \_\_\_\_\_  
DATE: 5/12/06  
FEID #: \_\_\_\_\_

**DEPARTMENT OF CORRECTIONS**

SIGNED BY:   
NAME: James R. McDonough  
TITLE: Secretary  
Department of Corrections  
DATE: 26 May 06

SIGNED BY:   
NAME: P.F.  
TITLE: General Counsel  
Department of Corrections  
DATE: 4-20-06

**CONTRACT AMENDMENT BETWEEN**  
**THE FLORIDA DEPARTMENT OF CORRECTIONS**  
**AND**  
**MCI WORLDCOM COMMUNICATIONS, INC.**

This is an amendment to the Contract between the Florida Department of Corrections ("Department") and MCI WORLDCOM Communications, Inc. ("Contractor") to provide a statewide inmate telephone system ("ITS").

**This Amendment:**

- **adds language in Section II., D., 2., Rate Requirements, concerning call blocking.**

Original contract period: June 1, 2001 through May 31, 2006

In accordance with Section V., **CONTRACT MODIFICATION**, and pursuant to the Department's authority under the Department's RFP #00-DC-7295, Section 3.3.2, Call Blocking Requirements, to require that the ITS have the ability to block ITS certain calls, the following change is made:

1. Section II., D., 2., Rate Requirements, is revised by adding the following two paragraphs to current language:
  - D. 2. Rate Requirements

As soon as reasonably practicable after the effective date of this Amendment, Contractor shall block all calls from the Department's facilities to persons who either (1) maintain their local telephone service account with a competitive local exchange carrier (CLEC) that has no billing and collection agreement with the Contractor or (2) fail or refuse to provide billing name and address (BNA) data to the Contractor.

The Contractor shall develop at least one reasonable and non-discriminatory alternative for the Department's inmates and such person(s) as described above to communicate via the ITS. Any alternative must preserve the Department's ability to perform its duty to protect the interests of the State of Florida and the health, safety, and welfare of the general public.

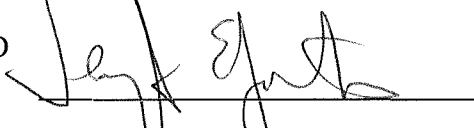
All other terms and conditions of the original Contract and previous Amendment, remain in full force and effect.

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

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

**AGENCY:**  
**MCI WORLDCOM COMMUNICATIONS, INC.**

SIGNED  
BY:



NAME:

Jerry Edgerton

TITLE:

Jerry A. Edgerton, Senior V.P.

DATE:


1-24-03

FEID #:

470751768

**STATE OF FLORIDA**  
**DEPARTMENT OF CORRECTIONS**

SIGNED  
BY:



NAME:

James V. Crosby, Jr.


TITLE:

Secretary  
Department of Corrections

DATE:

1-29-03

**APPROVED AS TO FORM AND  
LEGALITY SUBJECT TO  
EXECUTION BY THE PARTIES**

**Louis A. Vargas**  
**General Counsel**  
**Department of Corrections**



**CONTRACT AMENDMENT BETWEEN**  
**THE FLORIDA DEPARTMENT OF CORRECTIONS**  
**AND**  
**MCI WORLDCOM COMMUNICATIONS, INC.**

This is an amendment to the Contract between the Florida Department of Corrections ("Department") and MCI Worldcom Communications, Inc. ("Agency") to provide a statewide inmate telephone system.

**This amendment:**

- **revises Section II., A., Facilities List;**
- **revises Section VII., X., 3., Installation of Additional Instruments; and**
- **replaces Attachment A with Revised Attachment A - November 8, 2001.**

Original contract period: June 1, 2001 through May 31, 2006

In accordance with Section V., Contract Modifications, the following change is made:

1. Section II., A., Facilities List is revised to read:

A. Facilities List

The Contractor shall provide, install, repair and maintain telephones and the telephone system for use by inmates at the designated institutions and facilities operated by the Department, as listed in **Revised Attachment A - November 8, 2001** of this Contract.

2. Section VII., X., 3., Installation of Additional Instruments is revised to read:

3. Installation of Additional Instruments: Requirement - *Any additional instruments at the facilities identified in **Revised Attachment A - November 8, 2001** or instruments to be installed in new facilities shall be installed within thirty (30) days after written request by the Department.* Damages, five hundred dollars (\$500.00) per day shall be paid by the Contractor for each workday or any part thereof exceeding the thirty (30) day requirement until the installation has been successfully completed.

3. Replace Attachment A with **Revised Attachment A - November 8, 2001.**

All other terms and conditions of the original contract and previous Amendment, except as otherwise revised herein, remain in full force and effect.

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

In witness thereof, the parties hereto have caused this amendment to be executed by their undersigned officials as duly authorized.

**AGENCY:**  
**MCI WORLDCOM**  
**COMMUNICATIONS, INC.**

SIGNED  
BY:

Jerry A Edgerton

NAME: Jerry A Edgerton

TITLE: Sr. Vice President

DATE: 1/10/02

FEID #: \_\_\_\_\_

**STATE OF FLORIDA**  
**DEPARTMENT OF CORRECTIONS**

SIGNED  
BY:

Michael W. Moore

NAME: **Michael W. Moore**

TITLE: **Secretary**  
**Department of Corrections**

DATE: 1-18-02

**APPROVED AS TO FORM AND**  
**LEGALITY SUBJECT TO**  
**EXECUTION BY THE PARTIES**

Louis A. Vargas  
Louis A. Vargas  
General Counsel  
Department of Corrections

## REVISED ATTACHMENT A – November 8, 2001

Each institution shall have included one (1) TDD phone. There shall also be a minimum of one (1) coin operated phone per institution, annex, work camp, road prison and forestry camp as directed by the Contract Manager.

MAJOR FACILITY & WORK CAMPS	CURRENT COUNT COINLESS	REQUESTED COINLESS ADDITIONS	REQUESTED COINLESS REMOVALS	CURRENT COUNT COIN	REQUESTED COIN ADDITIONS	COUNT UPON COMPLETION COINLESS	COUNT UPON COMPLETION COIN
Apalachee East	18	0	2	0		16	
Apalachee West	25	0	2	0		23	
Arcadia Road Prison	6	0	0	0		6	
Avon Park CI and Work Camp	30	12	0	0		42	
Baker CI and Work Camp	33	0	0	0	1	33	1
Berrydale	13	0	2	0		11	
Big Pine Key	4	0	0	0		4	
Brevard CI and Work Camp	56	11	0	0	2	67	2
Broward Correctional	17	1	0	0	1	18	1
Calhoun CI and Work Camp	34	7	0	0	1	41	1
Caryville Work Camp	4	0	0	0		4	
Central Florida Reception Center	78	0	0	0	3	78	3
Century CI and Work Camp	41	6	0	0		35	
Charlotte	23	2	0	0	1	25	1
Columbia CI and Work Camp	34	0	0	0	1	34	1
Copeland Road Prison	2	0	0	0		2	
Cross City CI and Work Camp	24	7	0	0	1	31	1
Dade CI and Work Camp	80	0	0	0	3	80	3
DeSoto CI and Work Camp	23	26	0	0		49	
Everglades	38	20	0	0	1	58	1
Florida Correctional (Lowell Women)	18	7	0	0	1	25	1
Florida State Prison "O" Unit	8	0	0	0		8	
Franklin Work Camp	8	0	0	0	1	8	1
Ft. Myers Work Camp	5	0	0	0		5	
Gainesville	12	0	0	0	1	12	1
Gainesville Work Camp	11	0	3	0	1	8	1
Glades CI and Work Camp	40	14	0	0		54	
Graceville Work Camp	9	0	0	0	1	9	1

Gulf CI and Annex	72	8	0	0		80	
Gulf Forestry Camp	10	0	0	0		10	
Hamilton Annex	28	0	0	0	1	28	1
Hamilton CI, and Work Camp	23	1	0	0	2	24	2
Hardee CI and Work Camp	51	0	0	0	2	51	2
Hendry CI and Work Camp	38	6	0	0	2	42	2
Hernando	15	0	0	0	1	15	1
Hillsborough	10	0	0	0	1	10	1
Holmes CI and Work Camp	42	0	0	0	1	42	1
Indian River	28	9	0	0		29	
Jackson CI and Work Camp	28	20	0	0	2	48	2
Jefferson	28	0	0	0	0	28	
Lake	37	0	0	0	0	37	
Lancaster CI and Work Camp	22	0	0	0	2	22	2
Largo	3	0	0	0	0	3	
Lawtey	24	0	0	0	0	24	
Levy Forestry camp	9	0	0	0	1	9	1
Liberty CI and Work Camp	42	0	0	0	0	42	
Loxahatchee Road Prison	10	1	0	0	0	11	
Madison CI and Work Camp	42	0	0	0	1	42	1
Marion	38	0	0	0	2	38	2
Martin CI and Work Camp	44	1	0	0	0	45	
Mayo CI and Work Camp	33	0	0	0	1	33	1
New River East	39	0	0	0	0	39	
New River West	38	0	0	0	0	38	
North Florida Reception Center (M)	31	8	0	0	0	39	
North Florida Reception Center (W)	28	1	0	0	0	29	
Okaloosa CI and Work Camp	28	3	0	0	1	33	1
Okeechobee	36	0	0	0	1	36	1
Polk CI and Work Camp	40	1	0	0	2	41	2
Putman	13	0	0	0	0	13	
Quincy	8	0	0	0	1	8	1
River Junction	13	0	0	0	1	13	1
Santa Rosa	36	0	0	0	0	36	
South Florida Reception Center (M)	48	1	0	0	2	49	2
South Florida Reception Center (A)	56	0	28	0	1	28	1
Sumter CI and Work Camp	51	6	0	0	0	57	
Tallahassee Road Prison	2	2	0	0	0	4	
Taylor CI and Annex	33	1	0	0	1	34	1
Tomoka CI and Work camp	59	6	0	0	0	65	
Union	33	1	0	0	0	34	
Wakulla CI and Work Camp	38	0	0	0	1	38	1
Walton CI and Work Camp	42	0	0	0	2	42	2
Washington	22	8	0	0	0	30	
Zephyrhills	20	1	0	0	1	21	1

<b>WORK RELEASE CENTERS</b>							
ATLANTIC	0	0	0	6	0	0	6
BARTOW	0	0	0	5	0	0	5
COCOA	0	0	0	6	0	0	6
DAYTONA	0	0	0	9	0	0	9
DINSMORE	0	0	0	8	0	0	8
FT. PIERCE	0	0	0	9	0	0	9
HOLLYWOOD	0	0	0	19	2	0	21
KISSIMMEE	0	0	0	12	0	0	12
MARIANNA	0	0	0	2	0	0	2
MIAMI NORTH	0	0	0	13	0	0	13
OPA LOCKA	0	0	0	15	0	0	15
ORLANDO	0	0	0	8	0	0	8
PANAMA CITY	0	0	0	6	0	0	6
PENSACOLA	0	0	0	6	0	0	6
PINE HILLS	0	0	0	4	0	0	4
PINELLAS	0	0	0	3	0	0	3
POMPANO BEACH	0	0	0	16	0	0	16
SANTA FE	0	0	0	5	0	0	5
SHISA - EAST (JACKSONVILLE)	0	0	0	2	0	0	2
ST. PETERBURG	0	0	0	9	0	0	9
TALLAHASSEE	0	0	0	5	0	0	5
TARPON SPRINGS	0	0	0	7	0	1	6
WEST PALM BEACH	0	0	0	12	0	0	12
BRADENTON DRUG TREATMENT CENTER	0	0	0	0	8	0	8

<b>Probation and Restitution CENTERS</b>							
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Bradenton PRC	0	0	0	2	0	0	2
Broward PRC	0	0	0	2	0	0	2
Orlando PRC	0	0	0	6	0	0	6
Pensacola PRC	0	0	0	2	0	0	2

**CONTRACT BETWEEN**  
**THE DEPARTMENT OF CORRECTIONS**  
**AND**  
**MCI WORLDCOM COMMUNICATIONS, INC.**

This Contract is between the Florida Department of Corrections ("Department") and MCI WorldCom Communications, Inc. ("Contractor") which are the parties hereto.

**WITNESSETH**

Whereas, the Department is required to ensure that all inmates are provided care, custody, treatment, housing, and general handling in accordance with Section 945.04, Florida Statutes;

Whereas, it is necessary that budget resources be allocated effectively;

Whereas, this Contract is a result of a competitive procurement from the Department's Request For Proposal #00-DC-7295, authorized pursuant to Section 287.057(2), Florida Statutes; and

Whereas, the Contractor is a qualified and willing participant with the Department to provide an Inmate Telephone System (ITS).

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

**I. CONTRACT TERM AND RENEWAL**

A. Contract Term

This Contract shall begin on June 1, 2001, or the date on which it is signed by both parties, whichever is later, and shall end at midnight on May 31, 2006. In the event this Contract is signed by the parties on different dates, the latter date shall control.

This Contract is in its initial term.

B. Contract Renewal

The Department has the option to renew this Contract for two (2) additional one (1) year periods after the initial Contract period upon the same terms and conditions contained herein. Exercise of the renewal option is at the Department's sole discretion and shall be conditioned, at a minimum, on the Contractor's performance of this Contract and subject to the availability of funds. The Department, if it desires to exercise its renewal option, will provide written notice to the Contractor no later than thirty (30) days prior to the Contract expiration date. Each renewal

year term shall be considered separate and shall require exercise of the renewal option for each year the Department chooses to renew this Contract.

**II. SCOPE OF WORK**

The Contractor shall provide, install, repair, and maintain an Inmate Telephone System (ITS) which shall include, but not limited to, instruments, wiring, cable, connects, monitoring equipment, playback equipment and other related equipment which meets or exceeds the requirements specified in the Department’s Request For Proposal # 00-DC-7295 and all incorporated documents, as applicable. The Contractor shall provide design, programming, administration, repair and maintenance services which meet or exceed the levels specified in the Department’s Request For Proposal # 00-DC-7295 and all Addenda thereto, which documents are incorporated herein by reference and made part of this Contract. Additionally, the Contractor’s proposal is incorporated into and hereby made a part of this Contract. Should there be any conflict in language, the Department’s Request For Proposal #00-DC-7295 shall govern.

**A. Facilities List**

The Contractor shall provide, install, repair and maintain telephones and the telephone system for use by inmates at the designated institutions and facilities operated by the Department, as listed in Attachment A of this Contract.

**B. Installation Plan, Implementation and Transition**

The Contractor will provide an Installation Plan to the Department’s Contract Manager, Operations, within ten (10) days of contract execution. The Contractor has one hundred twenty (120) days from the Contract start-date to complete the installation, implementation and transition of the ITS in all facilities.

**C. Regulatory Requirements**

The Contractor shall adhere to any and all municipal, state or federal requirements for ITS installation “certification”, training, or registration during the life of the Contract. Failure to comply with present or future municipal, state or federal requirements will result in termination of any contract with the Contractor and the Contractor’s payment of any applicable fines, etc., incurred by the Department for violation of such requirements by the Contractor.

The Contractor shall be responsible for compliance with all regulatory requirements imposed by local, state and federal regulatory agencies for all ITS’s and services provided throughout the duration of the Contract.

**D. Minimum Requirements**

All minimum system requirements are as provided in RFP # 00-DC-7295. In

addition, the following system requirements are restated for emphasis:

### 1. General System Requirements

The ITS will be provided for all designated Department facilities at no cost to the Department and shall include installation, training, operation, repairs and maintenance of the ITS and its components. The Contractor is responsible for replacement of the ITS in its entirety or its individual components regardless of cause, including, but not limited to, normal wear/use, inmate abuse, natural disaster, or inmate unrest. Replacement of the ITS or any component will be performed at no cost to the Department and will occur within the time frames specified in Subsection 7.30 of the Department's Request For Proposal # 00-DC-7295.

### 2. Rate Requirements

Any rates, surcharges, operator fees or any other amounts, charged to the billed party by the Contractor, shall comply with all applicable regulations, tariffs and rules of the appropriate regulatory authority. Local and local extended area service calls shall be billed at the rate of local operator assisted collect calls. Rates and call surcharges charged to the called party for intralata and interlata collect calls shall be at eighty-five percent (85%) of the rate cap approved by the Florida Public Service Commission for operator assisted non-person-to-person pay telephone collect calls. The Contractor's rates and surcharge rates, charged to the called party for interstate and international collect calls regulated by the Federal Communications Commission (FCC), shall not exceed the message toll rates for operator assisted non-person-to-person collect long distance calls and the surcharge for residential Operator Station Collect calls set by the inter-exchange carrier with the highest yearly domestic long distance toll revenues. In addition, any rate changes, surcharge changes, and tax changes shall be communicated in writing to the Department's Contract Manager, Accounting, five days prior to the change. If the Contractor does not comply with this requirement, liquidated damages pursuant to Subsection 7.30 of Department's Request For Proposal # 00-DC-7295 will be applied.

### 3. Software Enhancements/Upgrades

The Contractor will provide software enhancements/upgrades to the ITS at no additional cost. The installed ITS must always be at the latest general release of the system software including operating systems for the system administration or system reporting terminals or personal computers. Beta and Field Tested Software must not be



provided unless specifically approved by the Department. Prior to any software upgrades or enhancements, the Contractor must discuss the software benefits with the Department's Contract Manager, Operations, and proceed only with his/her approval.

#### 4. Instrument Requirements

The Inmate Telephone Station Equipment ("ITSE") required for the ITS shall consist of the following three (3) types of telephones:

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

Type 2, shall be portable or "movable" cordless inmate telephones that are used mainly in segregation units and must be manufactured to withstand abuse as well as be compact enough to fit through standard food slots. Industry Standard 2500 telephone sets will not be acceptable. The Contractor must provide a minimum of one (1) of these instruments per special housing unit within each Department facility.

Type 3, shall be "all weather" inmate telephone sets to be used in outdoor conditions.

All ITSE must be new and be provided with the ITS at no cost to the Department.

All ITSE must be installed in institutions at no cost to the Department.

The Contractor must provide all required materials, hardware, software and station cabling (where re-use is unavailable or new locations are required) to install the ITSE.

All ITSE must be powered by the telephone line and require no additional power source, with the exception of cordless telephones as described in Subsection 3.5.1.2 of RFP # 00-DC-7295.

#### 5. Coin Operated Telephone Requirements

The Contractor will provide coin-operated, public telephones in all designated Department facilities. These telephones must meet all FCC regulations regarding alternate carrier access.

Throughout the term of the Contract, the Contractor will install additional coin-operated telephones as required by the Department's Contract Manager, Operations. This shall include additions to existing

institutions and newly constructed facilities. This will be done at no cost to the Department.

Coin operated telephones will have the capability to provide two way outgoing and incoming service which will be utilized at the Department's option.

The Contract Manager, Operations, shall determine the number and location of all coin operated, public telephones at each designated facility.

6. Verification of ITS Reliability

The Contractor will provide to the Department a report from an independent certified public accounting firm verifying that the Contractor's operating systems are accurately and completely recording all calls made. In other words, the ITS should include answer detection and answer supervision capabilities. The reports shall contain a certification from the auditing firm that its findings are totally unbiased and independent of the Contractor's interest. The reports shall be due to the Department at the end of each six (6) month period for the duration of the Contract.

7. Functionality and Warranty

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

8. Reports

The Contractor will provide reporting and querying methods and capabilities which provide maximum flexibility, a user friendly interface, speed, efficiency and accuracy. These capabilities must include standard system reports as well as reports customized for the specific needs of the Department. The minimum list of standard reports shall include:

- a. Chronological List of Calls
- b. Daily Call Volume summary
- c. Daily Call Volume Detail
- d. Inmate Account Summary

- e. Inmate Account Detail
- f. Frequently Dialed Numbers
- g. Specific Telephone Number Dialed Usage
- h. Suspended Inmate Account
- i. Alert Notification
- j. Telephone Numbers Called By More Than One Inmate
- k. Telephone Numbers Assigned To More Than One Inmate
- l. Quantity of Calls Per Inmate Account
- m. Quantity of Minutes Per Inmate Account
- n. Blocked Telephone Number List
- o. Local Exchange Volume By Exchange
- p. Area Code Volume By Area Code
- q. Quantity of Calls Per Station

## 9. Monitoring

The ITS shall include a Network Status Monitoring System. The status monitoring system shall show graphically in real-time the status of the ITS components at each department facility and other locations, to include but not be limited to: call processor equipment, call monitoring equipment, call recording equipment, telephone station equipment, and network circuit connections. The status monitoring system shall show component status in a minimum of two conditions: "Green" for normal operation, and "Red" for failed or failing operation. Component status changes shall be automatically reported and not manually input. The status monitoring system shall display and record event times, i.e., when any component changes status from "Red" to "Green", or vice-versa. The status monitoring system shall provide the service technicians the ability to log acknowledgments of component failures, log acceptance of responsibility for repair, and log comments on action taken.

Display of status must be available at all times at the ITS System Administrator's office at the Department's Central Office location. It is desirable that the status display be available at other locations such as the Contract Manager, Operations' 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 department personnel on demand.

## 10. Response Time

The Department understands the tentative nature of ensuring that service to any component of the ITS is completed in a set period of time. Nonetheless, time is of the essence in completing emergency and other service repairs or replacements. Thus, the Contractor is required to meet all response times listed in Subsection 3.9 of the Department's

Request For Proposal # 00-DC-7295. In regards to return of the ITS to normal operating status, the Contractor is required to use commercially reasonable efforts to service the ITS within eight (8) hours of the initial request for service call from the Department facility. In the event of extraordinary obstacles to service for which the Contractor exceeds the time-to-service requirement, notification and a detailed plan of service shall be immediately provided to the Department by the Contractor.

## 11. Training Requirements

It is instrumental to the success of the installation of the ITS that Department personnel be trained in various aspects of the ITS's operation. Therefore, the Contractor shall provide a complete training schedule based on the following requirements:

The Contractor shall provide all end-user training to the Department at no cost.

The Contractor shall provide all end-user training on-site at all Department facilities where the ITS is installed.

The Contractor shall provide training for various levels of Department staff, including full-time system administrators, part-time system administrators, special investigators and data entry specialists.

The Contractor shall provide full training for all assigned system users on how to create, delete and modify inmate records.

The Contractor shall provide full training for all assigned system users on how to generate appropriate system reports.

The contractor shall provide full training for all assigned system users on how to maintain inmate call alert levels and respond accordingly when these levels are exceeded.

The Contractor shall provide full training on all components of the ITS.

The Contractor shall provide full training on the provided recording equipment including the live monitoring of inmate calls, playback of archived calls and the transfer of calls to other media for playback at off-site locations.

The Contractor shall provide full training for all assigned system users on how to change inmate restriction levels.

The Contractor shall provide full training for all assigned system users on how to initiate ITS restrictions including the shutting down

individual inmate telephones, groups of inmate telephones or an entire facility's ITSS.

The Contractor shall provide refresher ITS training for existing Department personnel and additional training for new Department personnel when required by the Department at no cost.

The Contractor shall provide any available advanced ITS training to Department personnel whether provided on-site at the Department facility or off-site at the Contractor's training facilities.

Any written materials utilized in the Contractor's training program will become the property of the Department upon completion of the training sessions.

The ITS shall provide for on-line help for ITS operation, administration, reporting and management functions.

#### 12. Liquidated Damages

By execution of this Contract, the Contractor expressly agrees to the imposition of liquidated damages, in addition to all other remedies available to the Department by law, as outlined in the Department's Request For Proposal # 00-DC-7295, Section 7.30 and as restated in Section VII, CONDITIONS, Paragraph X, Liquidated Damages of this Contract. The Contractor shall forward a cashier's check or money order, payable to the Department in the appropriate amount, to the Contract Manager within ten (10) days of receipt of a written notice of demand for damages due.

### III. COMPENSATION

#### A. Payment

The Contractor will compensate the Department at a commission rate of fifty-three percent (53 %) of gross revenues as specified in the Cost Proposal submitted by the Contractor in response to RFP # 00-DC-7295. This commission rate is effective upon the start-date of this Contract. Payment of the commission amount shall be tendered to the Department by electronic funds transfer (EFT) to a specified Department account within thirty (30) days after the final day of the Contractor's regular monthly billing cycle.

B. Submission of Call Detail Statements

The Contractor agrees to submit call detail statements monthly to the Department in detail sufficient for a proper pre-audit and post-audit thereof. The Contractor shall submit call detail statements pertaining to this Contract to:

Mark Tallent, Finance and Accounting Director III  
Bureau of Finance and Accounting  
Department of Corrections  
1709 Mahan Drive  
Tallahassee, Florida 32308

C. Official Payee

The name and address of the official payee to whom commission payments shall be made is as follows:

Department of Corrections  
2601 Blair Stone Road  
Tallahassee, Florida 32399-2500

D. Travel Expenses

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

E. Contractor's Expenses

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

F. Annual Appropriation

The State of Florida's and the Department's performances and obligations to pay for services under this Contract are contingent upon an annual appropriation by the Legislature. The costs of services paid under any other Contract or from any other source are not eligible for reimbursement under this Contract.

G. Tax Exemption

The Department agrees to pay for contracted services according to the conditions of this Contract. The State of Florida does not pay federal excise taxes and sales tax on direct purchases of services.

#### H. Timeframes for Payment and Interest Penalties

Contractors providing goods and services to the Department should be aware of the following time frames:

1. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services and associated invoice, unless the ITB or RFP specifications, or this Contract specifies otherwise. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Banking and Finance. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.
2. If a payment is not available within forty (40) days, a separate interest penalty, as specified in Section 215.422, Florida Statutes, will be due and payable, in addition to the invoice amount, to the Contractor. The interest penalty provision applies after a thirty-five (35) day time period to health care contractors, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the Contractor requests payment. Invoices, which have to be returned to a Contractor because of Contractor preparation errors, may cause a delay of the payment. The invoice payment requirements do not start until the Department receives a properly completed invoice.

#### I. Final Invoice

The Contractor shall submit the final commission rate payment to the Department no more than forty-five (45) days after the end date of this Contract, If the Contractor fails to do so, liquidated damages will be applied by the Department.

#### J. Vendor Ombudsman

A Vendor Ombudsman has been established within the Department of Banking and Finance. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted by calling the State Comptroller's Toll Free Hotline.

**IV. CONTRACT MANAGEMENT**

A. Department's Contract Managers

The Contract Managers for this Contract will be:

Contract Manager, Operations

Tom Brooks, Communications Engineer  
 Bureau of Information Technology  
 Department of Corrections  
 2601 Blair Stone Road  
 Tallahassee, Florida 32399-2500  
 850/410-4045  
[brooks.tom@mail.dc.state.fl.us](mailto:brooks.tom@mail.dc.state.fl.us)

Contract Manager, Accounting

Mark Tallent, Fin. & Acctng. Dir. III  
 Bureau of Finance and Accounting  
 Department of Corrections  
 2601 Blair Stone Road  
 Tallahassee, Florida 32399-2500  
 850/413-7889  
[tallent.mark@mail.dc.state.fl.us](mailto:tallent.mark@mail.dc.state.fl.us)

The Contract Managers will perform the following functions:

1. serve as the liaison between the Department and the Contractor;
2. verify receipt of deliverables from the Contractor;
3. monitor the Contractor's progress;
4. evaluate the Contractor's performance;
5. direct the Contract Administrator to process all amendments, renewals and terminations of this Contract;
6. review, verify, and approve invoices from the Contractor; and
7. evaluate Contractor performance upon completion of the overall Contract. This evaluation will be placed on file and will be considered if the Contract is subsequently used as a reference in future procurements.

B. Department's Contract Administrator

The Contract Administrator for this Contract will be:

Lisa M. Bassett, Chief  
 Bureau of Purchasing  
 Department of Corrections  
 2601 Blair Stone Road  
 Tallahassee, Florida 32399-2500  
 850/488-6671 (telephone)  
 850/922-5330 (facsimile number)  
[bassett.lisa@mail.dc.state.fl.us](mailto:bassett.lisa@mail.dc.state.fl.us)



The Contract Administrator will perform the following functions:

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

C. Contractor's Representative

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

Robert Hallander, National Account Manager  
WorldCom Government Markets  
2520 Northwinds Parkway  
Alpharetta, Georgia 30004  
770/625-6981  
770/625-6603  
bob.hallander@wcom.com

D. Contract Management Changes

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

**V. CONTRACT MODIFICATION**

Modifications to the provisions of this Contract, with the exception of Section IV., Contract Management, shall be valid only through execution of a formal Contract amendment.

**VI. TERMINATION**

A. Termination at Will

This Contract may be terminated by either party upon no less than thirty (30) calendar days' notice, without cause, unless a lesser time is mutually agreed upon by both parties. Notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery.

B. Termination Because of Lack of Funds

In the event funds to finance this Contract become unavailable, the Department may terminate the Contract upon no less than twenty-four (24) hours' notice in writing to the Contractor. Notice shall be delivered by certified mail (return receipt requested), facsimile, by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery. The Department shall be the final authority as to the availability of funds.

C. Termination for Cause

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

D. Termination for Unauthorized Employment

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

## VII. CONDITIONS

A. Records

1. Public Records Law

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

2. Audit Records

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

the Office of the Auditor General and to ensure that all related party transactions are disclosed to the auditor.

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

### 3. Retention of Records

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

#### B. Prison Rehabilitative Industries and Diversified Enterprises, Inc. ("PRIDE")

The Contractor agrees that any articles which are the subject of, or are required to carry out this Contract, shall be purchased from PRIDE, identified under Chapter 946, Florida Statutes, in the same manner and under the procedures set forth in Subsections 946.515(2) and (4), Florida Statutes. The Contractor shall be deemed to be substituted for the Department in dealing with PRIDE, for the purposes of this Contract. This clause is not applicable to subcontractors, unless otherwise required by law. Available products, pricing, and delivery schedules may be obtained by contacting PRIDE.

#### C. Procurement of Materials with Recycled Content

It is expressly understood and agreed that any products or materials which are the subject of, or are required to carry out, this Contract shall be procured in accordance with the provisions of Section 403.7065 and Section 287.045, Florida Statutes.

D. Sponsorship

If the Contractor is a nongovernmental organization which sponsors a program financed partially by state funds, including any funds obtained through this Contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by MCIWorldCom Communications, Inc. and the State of Florida, Department of Corrections." If the sponsorship reference is in written material, the words "State of Florida, Department of Corrections" shall appear in the same size letters or type as the name of the organization.

E. Employment of Department Personnel

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

F. Non-Discrimination

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

G. Americans with Disabilities Act

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

H. Indemnification

NOTE: This section is not applicable to contracts executed between state agencies or subdivisions, as defined in Section 768.28, Florida Statutes.

The Contractor shall be liable, and agrees to be liable for, and shall indemnify, defend, and hold the Department, its employees, agents, officers, heirs, and assignees harmless from any and all claims, suits, judgments, or damages including court costs and attorney's fees arising out of intentional acts, negligence, or omissions by the Contractor, or its employees or agents, in the

course of the operations of this Contract, including any claims or actions brought under Title 42 USC §1983, the Civil Rights Act.

I. Contractor's Insurance

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

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

J. Independent Contractor Status

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

K. Disputes

Any dispute concerning operational performance of this Contract shall be resolved informally by the Contract Manager, Operations. Any dispute concerning financial performance of this Contract shall be resolved informally by the Contract Manager, Accounting. Any dispute that can not be resolved informally shall be reduced to writing and delivered to the Department's Director or Deputy Director, Office of Administration. The Director or Deputy Director, Office of Administration shall decide the dispute, reduce the decision to writing, and deliver a copy to the Contractor, the relevant Contract Manager and the Contract Administrator.

L. Copyrights, Right to Data, Patents and Royalties

Where activities supported by this Contract produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representation and works of any similar nature, the Department has the right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose

whatsoever and to have others acting on behalf of the Department to do so. If the materials so developed are subject to copyright, trademark, or patent, legal title and every right, interest, claim or demand of any kind in and to any patent, trademark or copyright, or application for the same, will vest in the State of Florida, Department of State for the exclusive use and benefit of the state. Pursuant to Section 286.021, Florida Statutes, no person, firm or corporation, including parties to this Contract, shall be entitled to use the copyright, patent, or trademark without the prior written consent of the Department of State.

The Department shall have unlimited rights to use, disclose or duplicate, for any purpose whatsoever, all information and data developed, derived, documented, or furnished by the Contractor under this Contract. All computer programs and other documentation produced as part of the Contract shall become the exclusive property of the State of Florida, Department of State, with the exception of data processing software developed by the Department pursuant to Section 119.083, Florida Statutes, and may not be copied or removed by any employee of the Contractor without express written permission of the Department.

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

Further, if such a claim is made or is pending, the Contractor may, at its option and expense, procure for the Department the right to continue use of, replace, or modify the article to render it noninfringing. (If none of the alternatives are reasonably available, the Department agrees to return the article to the Contractor upon its request and receive reimbursement, fees and costs, if any, as may be determined by a court of competent jurisdiction.) If the Contractor uses any design, device, or materials covered by letter, patent or copyright, it is mutually agreed and understood without exception that the Contract prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work to be performed hereunder.

M. Subcontracts

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

way relieve the Contractor of any responsibility for the performance of its duties. All payments to subcontractors shall be made by the Contractor.

If a subcontractor is utilized by the Contractor, the Contractor shall pay the subcontractor within seven (7) working days after receipt of full or partial payments from the Department, in accordance with Section 287.0585, Florida Statutes. 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 Contractor shall be solely liable to the subcontractor for all expenses and liabilities under this Contract. Failure by the Contractor to pay the subcontractor within seven (7) working days will result in a penalty to be paid by the Contractor to the subcontractor in the amount of one-half ( $\frac{1}{2}$ ) of one percent (1%) 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 fifteen percent (15%) of the outstanding balance due.

N. Assignment

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

O. Force Majeure

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

P. Severability

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

Q. Use of Funds for Lobbying Prohibited

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

R. Verbal Instructions

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

S. Conflict of Interest

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

The Contractor 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 Contract.

T. State Licensing Requirements

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

U. Public Entity Crimes Information Statement

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



V. Discriminatory Vendors List

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

W. Governing Law and Venue

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

X. Liquidated Damages

By execution of this Contract, the Contractor expressly agrees to the imposition of liquidated damages, in addition to all other remedies available to the Department by law, as outlined in the Department's Request For Proposal # 00-DC-7295 Section 7.30. The Contractor shall forward a cashier's check or money order, payable to the Department in the appropriate amount, to the Contract Manager, Accounting within ten (10) days of receipt of a written notice of demand for damages due from the Contract Manager, Accounting.

1. Installation Plan: Requirement - *The Contractor has ten (10) days from Contract execution to submit an implementation plan to the Department.* Damages, five thousand dollars (\$5,000.00) per day shall be paid by the Contractor for each workday or any part thereof that the plan is delayed.
2. Transition Implementation Installation of System: Requirement - *Transition, implementation and installation are limited to 120 days.* Damages, Ten thousand dollars (\$10,000.00) per day shall be paid by the Contractor for each workday or any part thereof over 120 days that transition/implementation and installation are not accomplished.
3. Installation of Additional Instruments: Requirement - *Any additional instruments at the facilities identified in Attachment A or instruments to be installed in new facilities shall be installed within thirty (30) days after written request by the*

*Department*. Damages, five hundred dollars (\$500.00) per day shall be paid by the Contractor for each workday or any part thereof exceeding the thirty (30) day requirement until the installation has been successfully completed.

4. Routine Repairs: Requirement - *Repair service shall be completed within twenty-four (24) hours of notice from the Department*. Damages, one thousand dollars (\$1,000.00) per day shall be paid by the Contractor for each workday or any part thereof exceeding the twenty-four (24) hour requirement until the repair or replacement has been successfully completed.
5. Major Emergency Repairs: Requirement - *Repair service shall be completed within twelve (12) hours of notice from the Department*. Damages, two hundred fifty dollars (\$250.00) per hour shall be paid by the Contractor for each workday or any part thereof exceeding the twelve (12) hour requirement until the repair or replacement has been successfully completed.
6. PINs and Inmate Calling Lists: Requirement - *New PINs and inmate calling lists shall be added to the ITS within five (5) working days of receipt of a written request from the Department*. Damages, five hundred dollars (\$500.00) per day shall be paid by the Contractor for each workday or any part thereof exceeding the five (5) day requirement until the PINs and/or inmate calling lists are added.
7. Reports and Notifications: Requirement - *Reports and notifications shall be provided to the Department as defined in the RFP and the contract that results from the RFP*. Damages, five hundred dollars (\$500.00) per day shall be paid by the Contractor for each workday or any part thereof exceeding each reporting or notification requirement.
8. Bi-annual Audit Performance Review: Requirement - *The ITS operating systems are accurately and completely recording all calls made*. Damages, five hundred dollars (\$500.00) per adverse audit finding.
9. Rate Information: Requirement - *The Contractor shall provide current rate information in writing to the Contract Manager, Accounting, within five (5) days of any change in rates*. Damages, one thousand dollars (\$1,000.00) per day shall be paid by the Contractor for each workday or any part thereof exceeding the requirement.

10. Recording Media: Requirement - *The Contractor shall provide a ninety (90) day supply of recording media for Department staff to record calls at each Department site.* Damages, five hundred dollars (\$500.00) per day shall be paid by the Contractor for each workday or any part thereof during which the supply drops below one-third of the ninety day supply level. Imposition of these damages will begin on the third day after notification.
11. Commission and Call Detail Report: Requirement - *The Contractor shall provide the commission and call detail report with thirty (30) days of the last day of the Contractor's regular billing cycle.* Damages, five thousand dollars (\$5,000.00) per day shall be paid by the Contractor for each workday or any part thereof past the thirtieth (30<sup>th</sup>) day.

Y. Performance Guarantee

The Contractor shall furnish the Department with a Performance Guarantee equal to \$1,500,000.00. The form of the guarantee shall be a bond, cashier's check, treasurer's check, bank draft, or certified check made payable to the Department. The guarantee shall be furnished to the Contract Manager, Operations within thirty (30) days after execution of this Contract.

Z. Limitation of Remedies

The Contractor's entire liability and the Department's exclusive remedy shall be as follows:

1. In all situations involving performance or non-performance of machines or programming (other than licensed programs) furnished under this Contract, the Department's remedy is (a) the adjustment or repair of the machine or replacement of its parts by the Contractor, or at the Contractor's option, replacement of the machine or correction of programming errors, or (b) if, after repeated efforts, the Contractor is unable to install the machine or a replacement machine, model upgrade or feature in good working order, or to restore it to good working order, or to make programming operate, all as warranted, the Department shall be entitled to recover actual damages to the limits set forth in this section. For any other claim concerning performance or non-performance by the Contractor pursuant to, or in any other way related to the subject matter of, this Contract, or any order under this Contract, the Department shall be entitled to recover actual damages to the limits set forth in this section.

2. (If this Contract is for purchase of machines, then the following shall apply.) The Contractor's entire liability for damages to the Department for any cause whatsoever, and regardless of form of action, whether in Contract or in tort including negligence, shall be limited to the greater of \$100,000 or the appropriate price stated herein for the specific machines that caused the damages or that are the subject matter of or are directly related to the cause of action. The foregoing limitation of liability will not apply to (a) the payment of cost and damage awards referred to in "Patents and Royalties", or to (b) claims for procurement costs or the cost of cover pursuant to Division of Purchasing Rule 60A-1.006, Florida Administrative Code, entitled "Default", or to (c) claims for personal injury or damage to real or tangible personal property caused by the Contractor's negligence or tortious conduct.
  
3. (If this Contract is for purchase of hardware maintenance services, then the following shall apply.) The Contractor's entire liability and the Department's exclusive remedy for damages to the Department for any cause whatsoever, and regardless of the form of action, whether in Contract or in tort including negligence, shall be limited to actual damages up to the greater of \$100,000 or an amount equal to 12 months' maintenance charges for the specific machines under this Contract that caused the damages or that are the subject matter of, or are directly related to, the cause of action. Such maintenance charges will be those in effect for the specific machines when the cause of action arose. The foregoing limitation of liability will not apply to (a) the payment of cost and damage awards referred to in "Patents and Royalties" or to (b) claims for procurement costs or costs to cover pursuant to Division of Purchasing Rule 60A-1.006, Florida Administrative Code, entitled "Default", or to (c) claims by the Department for personal injury or damage to real property or tangible personal property caused by the Contractor's negligence or tortious conduct.
  
4. (If this Contract is for purchase of software maintenance services, then the following shall apply.) The Contractor's entire liability and the Department's exclusive remedy for damages to the Department for any cause whatsoever, and regardless of the form of action, whether in Contract or in tort including negligence, shall be limited to actual damages up to the greater of \$100,000 or an amount equal to 12 months' maintenance charges for the specific software product under this Contract that caused the damages or that are the subject matter of, or are directly related to, the cause of action. Such maintenance charges will be those in effect for the specific software product when the cause of action arose. The foregoing limitation of liability will not apply to (a) the payment of cost and damage awards referred to in "Patents and Royalties," or to (b) claims for procurement costs or the cost of cover pursuant to Division of Purchasing Rule 601A-1.006, Florida Administrative Code, entitled "Default", or to (c) claims by the Department for personal injury or

damage to real property or tangible personal property caused by the Contractor's negligence or tortious conduct.

5. (If this Contract is for the acquisition of licensed programs, including personal computer licensed programs, then the following shall apply.) The Contractor's entire liability and the Department's exclusive remedy shall be as follows: In all situations involving performance or non-performance of licensed programs furnished under this Contract, the Department's remedy is (1) the correction by the Contractor of licensed program defects, or (2) if, after repeated efforts, the Contractor is unable to make the licensed program operate as warranted, the Department shall be entitled to recover actual damages to the limits set forth in this section. For any other claim concerning performance or non-performance by the Contractor pursuant to, or in any way related to, the subject matter of this Contract, the Department shall be entitled to recover actual damages to the limits set forth in this section. The Contractor's liability for damages to the Department for any cause whatsoever, and regardless of the form of action, whether in Contract or in tort including negligence, shall be limited to the greater of \$100,000 or the one-time charges paid for, or any monthly license or initial license charges which would be due for 12 months' use of the licensed program that caused the damages or that is the subject matter of, or is directly related to, the cause of action and shall include any initial or process charges paid to the Contractor. This limitation of liability will not apply to (a) the payment of cost and damage awards referred to in "Patents and Royalties" or to (b) claims for procurement costs or the cost of cover pursuant to Division of Purchasing Rule 60A-1.006, Florida Administrative Code, entitled "Default", or to (c) claims for personal injury or damage to real or tangible personal property caused by the Contractor's negligence or tortious conduct.
6. The Contractor shall hold and save the Department harmless from any and all suits and judgments against the Department for personal injury or damage to real or tangible personal property caused by the Contractor's tortious conduct in the performance of this Contract provided that (a) the Department promptly notifies the Contractor in writing of any claim, and (b) the Contractor shall be given the opportunity, at its option, to participate and associate with the Department in the control, defense and trial of any claims and any related settlement negotiations and, provided further, that with respect to any claim, or portion thereof, for which the Contractor agrees at the initiation of such claim that the Contractor shall save and hold the Department harmless, the Contractor shall have the sole control of the defense, trial and any related settlement negotiations, and (c) the Department fully cooperates with the Contractor in the defense of any claim.

7. In no event, however, will the Contractor be liable for (a) any damages caused by the Department's responsibilities, or for (b) any lost profits or other consequential damages, even if the Contractor has been advised of the possibility of such damage, or for (c) any claim against the Department by any other party, except as provided in the hold harmless provision of the preceding paragraph of this Special Condition and except as provided in the paragraph entitled "Patents and Royalties", or for (d) any damages caused by performance or non-performance of machines or programming located outside the United States or Puerto Rico.

AA. Convicted Felons Certification

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

AB. Year 2000 Compliance Warranty

For purposes of this Year 2000 warranty, the term "Product" shall include software, firmware, microcode, hardware and embedded chip technology.

The Contractor warrants that the Product is Year 2000 Compliant. All versions of the Product offered by the Contractor and purchased by the State, for which Contractor is obligated to provide maintenance services are, and in the future, will be, Year 2000 compliant. Year 2000 Compliant means the Product will include the ability to: consistently handle date information before, during, and after January 1, 2000, including accepting date input, providing date output, and processing dates; function before, during and after January 1, 2000, without the need for program changes caused by the advent of the new century; properly handle all date-related information before and following January 1, 2001, including but not limited to accurate and reliable performance in processing date and date related data, including calculating, comparing and sequencing; properly process any and all date calculations before, on and after the leap year date of February 29, 2000; and store and provide output of date information in ways that are unambiguous as to century.

The duration of this warranty and the remedies available to the state for breach of this warranty shall be as defined in, and subject to, the terms and limitations of any general warranty provisions of this Contract, provided that notwithstanding any provision to the contrary in such warranty provision(s), or in the absence of any such warranty provision(s), defects in the Product with regard to year 2000 Compliance, if any, will be corrected by Contractor at Contractor's cost within a timeframe mutually agreed upon with the state. Contractor cannot be held responsible for errors resulting from devices or systems external to this tract which are permitted to directly access any database provided under this Contract and overwrite Product date fields or from the user's improper integration of non-Year 2000 Compliant systems. Nothing in this warranty shall be construed to

limit any rights or remedies the state may otherwise have under this Contract with respect to defects other than Year 2000 performance.

#### Year 2000 Remedy Clause

In the event of any decrease in product functionality related to time and date-related codes and internal subroutines that impede the hardware or software programs from operating beyond the Millennium Date Change, Licensors and Contractors of Licensors' products, agree to immediately make required corrections to restore hardware and software programs to the same level of functionality as warranted herein at no charge to the licensee, and without interruption to the ongoing business of the licensee, time being of the essence.

#### Resellers

All products provided under this Contract will be Year 2000 Compliant. Year 2000 Compliant means the Product will include the ability to: consistently handle date information before, during, and after January 1, 2000, including accepting date input, providing date output, and processing date; function before, during and after January 1, 2000, without the need for program changes caused by the advent of the new century; properly handle all date-related information before and following January 1, 2001, including but not limited to accurate and reliable performance in processing date and date-related data, including calculating, comparing and sequencing; properly process any and all date calculations before, on and after the leap year date of February 29, 2000; and store and provide output of date information in ways that are unambiguous as to century. Resellers may provide a "pass through warranty" from the manufacturer/software developer, which meets all the warranty requirements of the state, and which shall include all other warranties provided by the manufacturer or software developer. Reseller shall be responsible for warranty assurance, assistance, enforcement and any other actions or remediation, required to satisfy warranty requirements.

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

This Contract, RFP #00-DC-7295 and the Contractor's response to that RFP, contain all the terms and conditions agreed upon by the parties. These documents supercede any former written agreement with the Contractor. In the event of any conflict in language among these documents, the Department's RFP will govern.

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

**CONTRACTOR:**  
**MCI WORLDCOM**  
**COMMUNICATIONS, INC.**

**STATE OF FLORIDA**  
**DEPARTMENT OF CORRECTIONS**

SIGNED  
BY: Jerry A Edgerton

SIGNED  
BY: Michael W. Moore

NAME: Jerry A Edgerton

NAME: **Michael W. Moore**

TITLE: SVP

TITLE: **Secretary**  
**Department of Corrections**

DATE: May 14, 2001

DATE: 5/16/2001

CONTRACTOR'S FEID # 47-0751768

**APPROVED AS TO FORM AND**  
**LEGALITY SUBJECT TO**  
**EXECUTION BY THE PARTIES:**

*CLM*  
*5.8.01*  
Louis A. Vargas  
**Louis A. Vargas**  
**General Counsel**  
**Department of Corrections**



# ATTACHMENT A

Each institution shall have included one (1) TDD phone. There shall also be a minimum of one (1) coin operated phone per institution, annex, work camp, road prison and forestry camp as directed by the Contract Manager.

MAJOR FACILITY & WORK CAMPS	CURRENT COUNT COINLESS	REQUESTED COINLESS ADDITIONS	REQUESTED COINLESS REMOVALS	CURRENT COUNT COIN	REQUESTED COIN ADDITIONS	COUNT UPON COMPLETION COINLESS	COUNT UPON COMPLETION COIN
Apalachee East	18	0	0			18	
Apalachee West	25	0	2			23	
Arcadia Road Prison	6	0	0			6	
Avon Park CI and Work Camp	30	2	0			32	
Baker CI and Work Camp	33	0	0			33	
Berrydale	13	0	3			10	
Big Pine Key	4	0	0			4	
Brevard CI and Work Camp	56	11	0			67	
Broward Correctional	17	1	0			18	
Calhoun CI and Work Camp	34	6	0			40	
Caryville Work Camp	4	0	0			4	
Central Florida Reception Center	78	0	0			78	
Century CI and Work Camp	41	0	0			41	
Charlotte	23	0	0			23	
Columbia CI and Work Camp	34	0	0			34	
Copeland Road Prison	2	0	0			2	
Cross City CI and Work Camp	24	0	0			24	
Dade CI and Work Camp	80	0	0			80	
DeSoto CI and Work Camp	23	26	0			49	
Everglades	38	22	0			60	
Florida Correctional (Lowell Women)	18	0	0			18	
Florida State Prison "O" Unit	8	0	0			8	

Franklin Work Camp	8	0	0			8
Ft. Myers Work Camp	5	0	0			5
Gainesville	12	0	0			12
Gainesville Work Camp	11	0	0			8
Glades CI and Work Camp	40	15	0			55
Graceville Work Camp	8	0	0			8
Gulf CI and Annex	72	8	0			80
Gulf Forestry Camp	10	0	0			10
Hamilton Annex	28	0	0			28
Hamilton CI, and Work Camp	23	0	0			23
Hardee CI and Work Camp	51	0	0			51
Hendry CI and Work Camp	38	6	0			42
Hernando	15	0	0			15
Hillsborough	10	0	0			10
Holmes CI and Work Camp	42	0	0			42
Indian River	28	0	0			28
Jackson CI and Work Camp	28	5	0	0	0	33
Jefferson	42	0	0	0	0	42
Lake	29	0	0	0	0	29
Lancaster CI and Work Camp	22	0	0	0	0	22
Largo	3	0	0	0	0	3
Lawtey	24	0	0	0	0	24
Levy Forestry camp	8	0	0	0	0	8
Liberty CI and Work Camp	42	0	0	0	0	42
Loxahatchee Road Prison	10	1	0	0	0	11
Madison CI and Work Camp	44	0	0	0	0	44
Marion	38	0	0	0	0	38
Martin CI and Work Camp	44	1	0	0	0	45
Mayo CI and Work Camp	31	0	0	0	0	41
New River East	39	0	0	0	0	39
New River West	38	0	0	0	0	38
North Florida Reception Center (M)	31	8	0	0	0	39
North Florida Reception Center (W)	28	1	0	0	0	29
Okaloosa CI and Work Camp	28	4	0	0	0	32
Okeechobee	36	0	0	0	0	36
Polk CI and Work Camp	40	1	0	0	0	41
Putman	13	0	0	0	0	13
Quincy	8	0	0	0	0	8
River Junction	13	0	0	0	0	13
Santa Rosa	36	0	0	0	0	36
South Florida Reception	48	0	0	0	0	48

Center (M)							
South Florida Reception Center (A)	56	0	28	0	0	28	
Sumter CI and Work Camp	51	3	0	0	0	54	
Tallahassee Road Prison	2	0	0	0	0	2	
Taylor CI and Annex	33	1	0	0	0	34	
Tomoka CI and Work camp	59	0	0	0	0	59	
Union	33	1	0	0	0	34	
Wakulla CI and Work Camp	34	6	0	0	0	40	
Walton CI and Work Camp	42	0	0	0	0	42	
Washington	22	0	0	0	0	22	
Zephyrhills	20	0	0	0	0	20	
<b>WORK RELEASE CENTERS</b>							
ATLANTIC	0	0	0	6	0	0	6
BARTOW	0	0	0	5	0	0	5
COCOA	0	0	0	6	0	0	6
DAYTONA	0	0	0	9	0	0	9
DINSMORE	0	0	0	8	0	0	8
FT. PIERCE	0	0	0	9	0	0	9
HOLLYWOOD	0	0	0	19	2	0	21
KISSIMMEE	0	0	0	12	0	0	12
MARIANNA	0	0	0	2	0	0	2
MIAMI NORTH	0	0	0	13	0	0	13
OPA LOCKA	0	0	0	15	0	0	15
ORLANDO	0	0	0	8	0	0	8
PANAMA CITY	0	0	0	6	0	0	6
PENSACOLA	0	0	0	6	0	0	6
PINE HILLS	0	0	0	4	0	0	4
PINELLAS	0	0	0	3	0	0	3
POMPANO BEACH	0	0	0	16	0	0	16
SANTA FE	0	0	0	5	0	0	5
SHISA - EAST (JACKSONVILLE)	0	0	0	2	0	0	2
ST. PETERBURG	0	0	0	9	0	0	9
TALLAHASSEE	0	0	0	5	0	0	5
TARPON SPRINGS	0	0	0	7	0	0	7
WEST PALM BEACH	0	0	0	12	0	0	12