



FLORIDA DEPARTMENT OF CORRECTIONS

Bureau of Procurement

INVITATION TO NEGOTIATE (ITN)

FOR

**ACTIVE GLOBAL POSITIONING SATELLITE (GPS) ELECTRONIC MONITORING
SERVICES**

FDC ITN 18-010

RELEASED ON

August 1, 2017

By the:

**Florida Department of Corrections
Office of Financial Management
Bureau of Procurement
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TABLE OF CONTENTS

TIMELINE.....	5
SECTION 1 – DEFINITIONS	6
SECTION 2 – INTRODUCTION.....	8
2.1. Background.....	8
2.2 Statement of Purpose.....	8
2.3 Procurement Overview	10
2.4 Service Implementation	10
2.5 Term of Contract	11
2.6 Pricing Methodology.....	11
2.7 Resources.....	11
SECTION 3 – SCOPE OF SERVICES SOUGHT	12
3.1 General Description of Services	12
3.2 Rules, Regulations and Governance	12
3.3 Program Management Service Area	13
3.4 GPS System Specifications Minimum Requirements.....	14
3.5 System User Interface Minimum Requirements.....	16
3.6 Equipment Specifications	17
3.7 Monitoring and Notification	23
3.8 Contractor Monitoring Center Requirements	24
3.9 Reporting Requirements.....	26
3.10 Ongoing Demonstration/Testing of Units	30
3.11 Training and Training Manuals	30
3.12 Contractor Staff	31
3.13 Litigation-Related Testimony	34
3.14 Advertising/Promotions.....	35
3.15 Quality Assurance Program.....	35
3.16 Monitoring Methodology	35
3.17 Deliverables	36
3.18 Scope Change after Contract Execution.....	36
3.19 Value-Added System Functionality, Equipment Functionality and/or Services.....	36
3.20 Future Transitions	36
SECTION 4 – PROCUREMENT RULES AND INFORMATION	37
4.1 General Instructions to Vendors	37
4.2 Procurement Officer	37
4.3 Questions.....	37
4.4 Special Accommodations	37
4.5 Alternate Provisions and Conditions	38
4.6 Reply Bond.....	38
4.7 Pass/Fail Mandatory Responsiveness Requirements.....	38
4.8 Submission of Replies	39
4.9 Contents of Reply Submittals	40
4.10 Reply Evaluation Criteria	44
4.11 Reply Evaluation and Negotiation Process	46
4.12 Reply Opening.....	50
4.13 Costs of Preparing Reply.....	50
4.14 Disposal of Replies.....	50

4.15	Right to Withdraw Invitation to Negotiate.....	51
4.16	Right to Reject Reply Submissions and Waiver of Minor Irregularities.....	51
4.17	Non-Mandatory Site Visit and Pre-Bid Conference.....	51
4.18	Addenda.....	52
4.19	Cost/Price Discussions.....	52
4.20	No Prior Involvement and Conflicts of Interest.....	52
4.21	State Licensing Requirements.....	52
4.22	MyFloridaMarketPlace (MFMP) Vendor Registration.....	52
4.23	Unauthorized Employment of Alien Workers.....	53
4.24	Confidential, Proprietary, or Trade Secret Material.....	53
4.25	Vendor Substitute W-9.....	53
4.26	Scrutinized Companies.....	53
4.27	Disclosure of Reply Submittal Contents.....	54
4.28	Posting of Notice of Agency Decision.....	54
SECTION 5 – CONTRACT TERMS AND CONDITIONS.....		54
5.1	General Contract Conditions.....	54
5.2	Travel Expenses.....	54
5.3	Transaction Fee.....	54
5.4	E-Verify.....	54
5.5	State Initiatives.....	54
5.6	Subcontracts.....	55
5.7	Insurance.....	56
5.8	Copyrights, Right to Data, Patents and Royalties.....	56
5.9	Independent Contractor Status.....	57
5.10	Assignment.....	57
5.11	Force Majeure.....	57
5.12	Severability.....	57
5.13	Use of Funds for Lobbying Prohibited.....	57
5.14	Reservation of Rights.....	57
5.15	Taxes.....	58
5.16	Safety Standards.....	58
5.17	Americans with Disabilities Act.....	58
5.18	Employment of Department Personnel.....	58
5.19	Legal Requirements.....	58
5.20	Conflict of Law and Controlling Provisions.....	58
5.21	Prison Rape Elimination Act (PREA).....	58
5.22	Contract Modifications.....	58
5.23	Contract Monitoring.....	59
5.24	Rights to Examine, Audit and Administer Resources.....	59
5.25	Financial Consequences.....	60
5.26	Default.....	60
5.27	Termination.....	60
5.28	Retention of Records.....	61
5.29	Indemnification.....	61
5.30	Inspector General.....	61
5.31	Cooperative Purchasing.....	61
5.32	Performance Guarantee.....	62
5.33	Health Insurance Portability and Accountability Act.....	62
ATTACHMENT I - PRICE INFORMATION SHEET.....		63

ATTACHMENT II - OFFENDERS AND INMATES ASSIGNED TO ACTIVE GPS MONITORING 64
ATTACHMENT III – NONDISCLOSURE AGREEMENT FOR RESTRICTED INFORMATION 66
ATTACHMENT IV – SYSTEM GENERATED REPORTS..... 68
ATTACHMENT V – REPLY BOND FORM 76
**ATTACHMENT VI – PASS/FAIL REQUIREMENT CERTIFICATION AND NON-COLLUSION
CERTIFICATION 77**
ATTACHMENT VII – VENDOR’S REFERENCE FORM..... 79
EVALUATION QUESTIONNAIRE FOR REFERENCES 83
ATTACHMENT VIII – VENDOR’S CONTACT INFORMATION..... 84
ATTACHMENT IX – CERTIFICATION OF DRUG FREE WORKPLACE PROGRAM..... 85
ATTACHMENT X - NOTICE OF CONFLICT OF INTEREST..... 86
ATTACHMENT XI – SUBCONTRACTING FORM..... 87
ATTACHMENT XII – BUSINESS ASSOCIATE AGREEMENT FOR HIPAA 88

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TIMELINE
FDC ITN-18-010

EVENT	DUE DATE	LOCATION
Release of ITN	August 1, 2017	Vendor Bid System (VBS): http://vbs.dms.state.fl.us/vbs/main_menu
Non-Mandatory Pre-Bid Conference and Site Visit	August 10, 2017	See Section 4.17 for information regarding the non-mandatory site visit.
Questions Due	August 17, 2017 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	September 19, 2017	Vendor Bid System (VBS): http://vbs.dms.state.fl.us/vbs/main_menu
Sealed Replies Due and Opened	October 3, 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	October 6, 2017 at 2:00 p.m., Eastern Time	Florida Department of Corrections Bureau of Procurement 501 South Calhoun Street Tallahassee, Florida 32399
Anticipated Negotiations	November, 2017	Florida Department of Corrections Bureau of Procurement 501 South Calhoun Street Tallahassee, Florida 32399
Best and Final Offers (BAFOs) Due	December 1, 2017	Florida Department of Corrections Bureau of Procurement 501 South Calhoun Street Tallahassee, Florida 32399
Negotiation Team Meeting	December 19, 2017 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, 2018	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. **Active Tracking:** A tracking approach that uses a location system and communication infrastructure to accomplish near real-time collection and transmission of device location status data. An active tracking system must provide on-demand location, status, zone and alarm information to the Department within five (5) minutes.
2. **Administrative Privileges:** Active tracking software security permissions that allow agency level administration of access to automated active tracking data and reporting by Department staff.
3. **Alarm:** A notification provided by the active tracking system indicating non-compliance of the established parameters on the part of an Offender/Inmate that has been detected.
4. **Breach of Contract:** The condition of the relationship between the Department and the Contractor which exists when either party fails to perform under the terms and conditions of the Contract resulting from this ITN.
5. **Code Division Multiple Access (CDMA):** Cell phone service technology primarily used in the United States by Verizon Wireless and Sprint cellular carriers.
6. **Communication Loss:** When the active tracking system is unable to establish communication with the monitoring center to upload data for a designated period of time.
7. **Consumables:** All necessary GPS tracking supplies and replacement supplies, including but not limited to; straps, clips, batteries, installation/removal equipment supplies, charger units, cords and instruction/training materials.
8. **Contract Compliance Monitoring:** An in-depth, comprehensive evaluation conducted annually by the Department's Contract Manager, or designee, to document the Contractor's compliance with the terms of the Contract and to evaluate overall Contractor performance. Frequency of monitoring is at the discretion of the Department's Contract Manager, or designee, with satisfactorily functioning programs being monitored less frequently.
9. **Contractor:** The organizational entity serving as the primary Contractor with whom a contract will be executed. The term Contractor shall include all employees, subcontractors, agents, volunteers, and anyone acting on behalf of, in the interest of, or for, the Contractor.
10. **Corrective Action Plan (CAP):** A Contractor's comprehensive written response to any deficiencies discovered in the course of Contract Compliance Monitoring, and plan for remediation of those deficiencies.
11. **Crime Data Integration System:** A system where Offender/Inmate location is electronically overlaid or integrated with crime location mapping data for analysis as shown by "points" at which the Offender/Inmate was located at a point in time.
12. **Daily Unit of Service:** Active GPS electronic monitoring inclusive of all equipment and related services on a daily basis or for a 24-hour period.
13. **Department:** The State of Florida, Department of Corrections, or FDC.
14. **Desirable Conditions:** The use of the words "should" or "may" in this ITN indicate desirable attributes or conditions, but are permissive in nature. Deviation from, or omission of, such a desirable feature, will not in itself cause rejection of a Reply.

15. **Encryption:** Protecting data in transit from unauthorized use by applying a mathematical algorithm to render the data unreadable without the use of a decryption key.
16. **Equipment:** The hardware utilized to comprise the monitoring unit. This includes, but is not limited to, transmitters, receiver/dialers, re-charging systems, straps, batteries, and any tools or devices used to secure any of the equipment to the Offender/Inmate.
17. **Inmate:** A person who is serving a state prison sentence and presently incarcerated with the Florida Department of Corrections. For purposes of this ITN, those Inmates needing Active GPS Electronic Monitoring Services are community custody level Inmates who are housed at community release centers and engage in paid employment in the community.
18. **Mandatory Responsiveness Requirements:** Terms, conditions or requirements that must be met by the Vendor to be responsive to this ITN. The responsiveness requirements are **mandatory**. Failure to meet the responsiveness requirements will cause rejection of a Reply. Any Reply rejected for failure to meet mandatory responsiveness requirements will not be evaluated.
19. **Manufacturer:** The person or company in the business of manufacturing products.
20. **Material Deviations:** The Department has established certain requirements with respect to the Reply to be submitted by Vendors. The use of *shall*, *must* or *will* (except to indicate simple futurity) in this ITN indicates a requirement or condition which may not be waived by the Department except where any deviation therefore is not material. A deviation is material if, in the Department's sole discretion, the deficient response is not in substantial accord with this ITN's requirements, provides an advantage to one Vendor over other Vendors, or has a potentially significant effect on the quantity or quality of items or services proposed, or on the cost to the Department. Material deviations cannot be waived and shall be the basis for rejection of a reply. Because this is an ITN, the Department will apply this definition liberally in reviewing responses regarding service delivery.
21. **Minor Irregularity:** A variation from the ITN terms and conditions which does not affect the price proposed or gives the Vendor an advantage or benefit not enjoyed by the other Vendors or does not adversely impact the interests of the Department.
22. **Mobile Computing Device:** Portable devices (i.e. smartphone, tablets, wearables) created using mobile components, such as mobile hardware/software that can provide services like a typical computing device.
23. **Monitoring Center:** A designated location where Offender/Inmate tracking data is received and alarms are responded to, in accordance with a protocol established by the Department.
24. **Multi-Piece System:** An active tracking system configuration that consists of, at a minimum, both body-proximate (receiver dialer) and body-attached (transmitter) components.
25. **Offender:** Refers to a person placed on Probation by the Court, or the Florida Commission on Offender Review (FCOR) for supervision, transferred supervision from another state, or is supervised pursuant to a pre-trial agreement. For purposes of this ITN, those felony Offenders supervised in the community with a condition of supervision requiring the use of Active GPS Electronic Monitoring Services
26. **One-Piece System:** An active tracking system configuration in which all the tracking component(s) reside within a body-attached device.
27. **Point:** A single geographic location derived by a location-based service.
28. **Service:** The overall Electronic Monitoring and Offender/Inmate Supervision service as described in this ITN to be performed by the Contractor, including but not limited to, the technology, system, monitoring unit equipment, monitoring center, training, contractor staff and other ancillary services

described herein.

29. **Subcontract:** An agreement entered into by the Contractor with any other person or organization that agrees to perform any performance obligation for the Contractor specifically related to securing or fulfilling the Contractor's obligations to the Department under the terms of the Contract resulting from this ITN.
30. **System:** The product required to be provided under any resulting contract, including but not limited to, all hardware, software, application programming and the single integrated database that assists in electronically monitoring Offenders.
31. **System Failure:** A condition in which the electronic monitoring hardware, software, web based application or programming that assists in electronically monitoring offender/inmates no longer performs the intended function or is not able to do so at the level that equals or exceeds the established minimums
32. **Tether:** The body-attached component of a multi-piece active tracking system.
33. **Vendor, Offeror and Respondent:** A legally qualified corporation, partnership or other entity submitting a Reply to the Department pursuant to this ITN that will be performing as the Contractor under any resultant contract.
34. **Zone:** A user-defined geographic area typically intended to restrict the movement of an Offender/Inmate during specified periods and to trigger notification to the Department if the area boundaries are traversed by an Offender/Inmate to whom the zone applies.

SECTION 2 – INTRODUCTION

2.1. Background

In 1997, the Florida Department of Corrections became the first state agency in the country to use active global positioning satellite (GPS) monitoring for Offenders on felony supervision. In September 2005, the Florida Legislature implemented the Jessica Lunsford Act (JLA), which revised sexual offender and sexual predator criteria and the requirements for the supervision, registration, and monitoring of these Offenders. This act statutorily mandated placement of these specified Offenders on active GPS monitoring.

In 2013, legislation was passed requiring the use of active GPS monitoring for certain community-custody Inmates housed at contracted community release centers. In an effort to assist Inmates with reentry into society, the Department operates numerous community release centers throughout the state of Florida. These facilities house community-custody level Inmates who are near their release date. These Inmates obtain paid employment within the community to assist them with their reentry and provide necessary vocational and job skills training. The Department of Corrections' mission, in part, is to enhance public safety through ensuring appropriate community supervision of Inmates and Offenders. This includes reducing recidivism by assisting Offenders and Inmates with their successful reentry into society.

2.2 Statement of Purpose

Throughout the history of the Department's active GPS electronic monitoring program, a multi-piece device has always been used for Offenders and Inmates on active GPS monitoring.

The multi-piece system offers the Department real-time two-way voice communication and text message capability with the Offender or Inmate. This is critical because the current Offender population is primarily composed of high-risk Offenders such as homeless sex offenders and

Inmates supervised in the community. Presently, approximately 72% of the GPS Offender population are registered sex offenders. It is essential that the Department and the monitoring center staff can immediately and clearly communicate with these individuals when issues occur.

As a Department, we cannot require an Offender or Inmate to purchase and maintain their own personal cell phone or landline as a condition of the electronic monitoring program or as a condition of supervision. The fact that the multi-piece system has built-in two-way voice communication resolves this communication issue with the Offender/Inmate population.

The Monitoring Center Initiative (MCI) is a program developed by the Department in 2008 that acts as the first line of defense to resolve pre-determined alarm notifications based on protocols established by the Department. The Offender/Inmate is required to carry the receiver/dialer, which is part of the multi-piece electronic monitoring system, when away from his/her approved residence and is required to answer when the device rings. As such, monitoring center and Department staff are always able to communicate with the Offender/Inmate. Since the inception of the MCI, the Department has seen a continued reduction in the number of alarms generated despite an increase in the overall active GPS Offender population. The decrease in alarms can be directly attributed to the ability to immediately communicate with the Offender/Inmate, thus allowing monitoring center staff to promptly address non-compliance, provide instructions, and ultimately modify Offender/Inmate behavior. Presently, the monitoring center clears approximately 70% of all alarm notifications generated by our Offender/Inmate population. As such, these alarms do not require escalation to Department on-call staff for handling, ultimately creating a workload reduction for our on-call staff and cost savings to the Department.

The ability to immediately communicate with the Offender/Inmate results in fewer alarms, fewer supervision violations, fewer transfers of inmates from paid employment back to a traditional prison, higher Offender/Inmate success rates, and increased public safety. It is for these reasons that the multi-piece active GPS tracking system with two-way voice and text messaging communication capability is the Department's method of monitoring Offenders/Inmates under active GPS supervision.

For the purposes of this ITN, the Department is requesting replies from qualified Vendors in order to select a single contractor for the provision of active GPS electronic monitoring services, as specified in Section 3, Scope of Service, of this ITN. Services shall include a multi-piece active GPS tracking system that consists of a receiver/dialer that is wirelessly tethered to a transmitter worn on the ankle. Services shall include the ability to provide real-time two-way voice communication and the ability for the receiver/dialer to receive and display text message notifications. The active tracking system shall be available statewide, 24 hours a day, seven (7) days a week, (including holidays) and shall be considered inclusive of all technology systems, associated equipment, accessories, installation, training, monitoring, reporting, maintenance and any other applicable industry standard GPS services. Upon selection of a qualified single contractor, the Department intends to enter into a single contract for active GPS monitoring services statewide. The award will be based upon funding availability and the Department's final determination of service needs.

Qualified Vendors shall have at least three (3) years of business/corporate experience within the last five (5) years providing 2,500 or more active GPS electronic monitoring devices within a single contract to correctional, criminal justice or law enforcement agencies located within the United States.

The Department intends to purchase the service on a per diem basis. All equipment and systems shall remain the property of the Contractor with the Contractor being responsible for all upgrades, maintenance and repair/replacement, at Contractor's cost.

As indicated in Section 4.9, Vendors shall explicitly describe all aspects of their operations, including the technology, system and equipment to be used, provide technical specifications, detail how the services will be provided and propose the lowest cost available for active GPS electronic monitoring services.

Based on additional legislative appropriation and available funding, the Department reserves the right to require the Contractor to add or delete additional active GPS tracking units under the Contract resulting from this ITN.

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 GPS electronic monitoring services to Inmates or Offenders 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. The Department will award the Contract to a single statewide Contractor.

2.4 Service Implementation

The Contractor must have the capability to provide all equipment and implement service delivery as described herein on an agreed-upon date between the Contractor and Department, however, this date shall be no later than January 1, 2018. After the execution of a Contract resulting from this ITN, the Department will allow an approximate 6-month implementation period, including delivery of equipment and training of Department staff.

Initially, the Department intends to implement service with approximately 7,000 active GPS tracking units. An individual GPS unit must be installed and be fully operational prior to per diem billing for that unit. The 6 month implementation period, will include staff training, monitoring and testing of Contractor's software and equipment, establishment of protocols, and development of report templates. At the end of the 6-months implementation period, all GPS units initially contracted for shall be delivered and fully operational.

The Contractor 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 Contractor's Estimated Implementation Plan and Transition Schedule may be adjusted as deemed necessary and approved by the Department's Contract Manger. This plan shall be designed to provide for seamless transition with minimal interruption of services. 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.

In addition, any Vendor proposing services under this ITN shall have the capability of providing an additional twenty-five percent (25%) of GPS units in use by each **Circuit/Community Release Center(s)**, overnight, upon email request of the Department's Contract Manager, or designee.

2.5 Term of Contract

It is anticipated that the initial term of the Contract resulting from this ITN shall be for a five (5) year period. At its sole discretion, the Department may renew the Contract for up to an additional five (5) years. The renewal shall be contingent, at a minimum, on satisfactory performance of the Contract by the Contractor as determined by the Department, and subject to the availability of funds. If the Department desires to renew the Contract resulting from this ITN, it will provide written notice to the Contractor no later than 60 days prior to the Contract expiration date.

2.6 Pricing Methodology

The Department is seeking pricing that will provide the best value to the State; therefore, interested Vendors must submit a Cost Reply, utilizing the Price Information Sheet, Attachment I. 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 4.9.

The Contractor will be responsible for all costs associated with the provision of GPS electronic monitoring services. The Contractor must provide adequate equipment and supplies to maintain a fully functional Active GPS electronic monitoring system at all times.

Vendors shall provide a single capitation rate, (per-Inmate or Offender, and per-day) for the delivery of Active GPS electronic monitoring services. The Contract payment(s) will be based on the actual number of Inmates or Offenders currently under GPS electronic monitoring supervision. To ensure the Department obtains services at the best value, the Department reserves the right, during the Negotiation phase, to consider alternate pricing models.

2.7 Resources

The Department has included a list, by location, of how many Inmates and Offenders are currently on Active GPS Monitoring. This list is for informational purposes only, current as of April 30, 2017, and is provided as Attachment II, Offenders and Inmates Assigned to Active GPS Monitoring.

Some of the Department's protocols related to GPS Electronic Monitoring Services are identified as "restricted" and are not available for public viewing. Restricted Department protocols will be made available to interested Vendors for the development of Replies. To obtain copies of the restricted protocols, Vendors must email a signed copy of Attachment III, Nondisclosure Agreement for Restricted Information, to the Procurement Officer. Once the signed agreement is received by the Procurement Officer, the Department will provide the restricted procedures via email.

Note: Exhibits are provided for estimating purposes only. All possible efforts have been made to ensure the information is accurate, complete, and current.

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SECTION 3 – SCOPE OF SERVICES SOUGHT

This section contains the Scope of Service that will be required in any Contract that may be executed as a result of this ITN. By submitting a Reply, each Vendor specifically acknowledges and agrees that in addition to all requirements noted elsewhere in this ITN, all requirements referencing “Contractor” contained within the Scope of Service below will be applicable to the Vendor should he/she be deemed the successful Contractor as defined in Section 1, Definitions.

All services to be performed by, or under the direction of the Contractor under any resultant Contract, shall meet or exceed the minimum requirements outlined in this ITN. Under no circumstances shall services meeting less than the minimum service requirements be permitted without the prior written approval of the Department; otherwise, it shall be considered that services proposed will be performed in strict compliance with the requirements, rules, regulations, and governance contained in this ITN and Vendors shall be held responsible thereto. The Department reserves the right to alter these requirements during the negotiation phase of this ITN.

3.1 General Description of Services

The Florida Department of Corrections is seeking replies for a multi-piece Active GPS tracking system that consists of a receiver/dialer that is wirelessly tethered to a transmitter worn on the ankle. Services shall include the ability to provide real-time two-way voice communication and the ability for the receiver/dialer to receive and display text message notifications for both the Offender and Inmate populations located throughout the State of Florida.

The Contractor shall provide statewide Active Global Positioning Satellite (GPS) services 24 hours a day, seven (7) days a week, which shall include an Active Tracking System that is capable of being accessed through a secure internet connection and fully supported by a secure database for transactional records. The service shall be inclusive of all technology, equipment, systems, and related support services, data storage support services and shall be fully supported by 24-hour monitoring services and staff.

The Contractor shall provide, at its own expense, all systems, and equipment (software and hardware) required for the service delivery, regardless of the actual number of units including, but not limited to:

- a system with a database to monitor Offender/Inmate activity;
- all active GPS tracking equipment (transmitter, receiver/dialer, and other related equipment) to communicate location data to the Contractor’s system;
- all software and hardware required to access the Internet, with the exception of Department personal computers and mobile computing devices; and
- All labor, materials, equipment, cellular wireless service costs and consumables necessary to perform GPS tracking services on an as-needed basis.

All technical specifications and service requirements shall meet or exceed the minimum requirements outlined herein. All equipment and systems furnished shall be standard products of the Contractor, shall be in proper working order, clean and free from defects of features affecting appearance, serviceability, or the safety of the Offender/Inmate in normal intended use. No deviations from the minimum specifications shall be permitted without the prior written approval of the Department.

3.2 Rules, Regulations and Governance

- 3.2.1** The Contractor shall provide all services in accordance with all applicable federal and state laws, rules, and regulations, including Sections 948.03 and 948.11, Florida Statutes (“F.S.”),

and Department of Corrections' rules, and procedures. All such laws, rules and regulations, current and/or as revised, are incorporated herein by reference and made a part of this Contract. The Contractor and the Department shall work cooperatively to ensure service delivery in complete compliance with all such rules and regulations.

- 3.2.2** The Contractor shall ensure that all Contractor's staff providing services under this Contract complies with prevailing ethical and professional standards, and the statutes, rules, procedures and regulations mentioned above.
- 3.2.3** Should any of the above laws, standards, rules or regulations, Department procedures, or directives change during the course of this Contract term, the updated version will take precedence.
- 3.2.4** The Contractor shall pay for all costs associated with local, state, and federal licenses, permits, and inspection fees required to provide services. All required permits and licenses shall be current, maintained on site, and a copy submitted to the Department's Contract Manager, or designee, upon request.
- 3.2.5** The Contractor shall comply with the provisions of the Americans with Disabilities Act. This includes provisions referencing both employment and public service agencies (Titles I and II), as well as any other applicable provision.
- 3.2.6** The Contractor's system shall adhere to Florida Agency for State Technology (AST) Rule 74-2, Florida Administrative Code (F.A.C.) "Florida Cybersecurity Standards."
- 3.2.7** The Contractor's system shall adhere to the Department's Procedure 206.007, "User Security for Information Systems."
- 3.2.8** The Contractor's system shall adhere to the requirements of Section 501.171, F.S. "Security of Confidential Personal Information" regarding the protection of Personally Identifiable Information (PII) data in the system.
- 3.2.9** The Contractor shall be responsible for complying with all pertinent aspects of the Criminal Justice Information System (CJIS) Security Policy (CSP) throughout the duration of any resultant Contract.

3.3 Program Management Service Area

3.3.1 Description

The Contractor will be responsible for the overall program management of GPS 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 GPS services provided, and its operational performance.
- d) Impact Analyses – Perform and present impact analyses on how potential rule, or statute changes may impact GPS services and its cost and success.

- e) Analytics – Compile, maintain, and produce statistical information, related to GPS 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:
 - Global Positioning Satellite (GPS)
 - System User Interface
 - Monitoring and Notification
 - Equipment
 - Contract Monitoring Center
 - Reporting

3.4 GPS System Specifications Minimum Requirements

Global Positioning Satellite Requirements (GPS)	
No.	Requirement
GPS-01	The Contractor shall provide a web-based system that is capable of being accessed through a secure (password protected) internet connection from a desktop, laptop or remote means by Department staff, who have appropriate security clearance and have been provided Contractor-supplied security codes.
GPS-02	The Contractor shall ensure that the web-based system is accessible and available statewide, 24 hours a day, seven (7) days a week, (including holidays).
GPS-03	The Contractor shall develop and provide on-site training for Department staff on the operational use of the system and the use of all associated equipment and services, specifically training in the use of new electronic monitoring technology.
GPS-04	The system shall provide the capability for the Department to download data and reports from the database, through secured internet access, as outlined in Section 3.9, Reporting Requirements. The system shall provide for redundancy systems in place to reduce downtime due to hardware or software issues.
GPS-05	The system shall provide for Offender/Inmate enrollments, scheduling, activations, and deactivations to be performed via direct telephone request (password accessible) to the Monitoring Center when Department staff do not have immediate access to an internet connection.
GPS-06	The system shall provide security features, which prevent unauthorized individuals from accessing any information held by the Contractor. Secure access to the system shall be maintained at all times.
GPS-07	<p>The system shall provide that all data be recorded with a historical transaction record and 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"> a. All historical data shall be centrally stored and accessible for reporting purposes; b. This information shall be available for reporting and exportable in pdf, xls and word file formats; and c. All current and historical data files shall be retained for a period of seven (7) years by the Contractor and this information shall be available at no charge to the Department after termination of the contract.

Global Positioning Satellite Requirements (GPS)

GPS-08	<p>The system shall enable Department staff to monitor the near real-time position for a specific Offender/Inmate's location at all times. Offender/Inmate location data shall be uploaded a minimum of once every 15 minutes while in compliance and immediately uploaded when in alarm status. The system shall provide Offender/Inmate locations upon demand. The system shall also be capable of the following:</p> <ul style="list-style-type: none"> a. collect Offender/Inmate location data at a minimum of once every one (1) minute while in compliance and once every 15 seconds while in alarm status; b. provide alarm notifications; c. provide true two-way voice communication; and d. receive and display pre-defined and free-form text messages from the Contractor's system.
GPS-09	The system shall have the capability to query the database to identify all assigned active GPS Offender/Inmates based on a specified dates, times and locations.
GPS-10	The system shall have the capability to provide, at a minimum, one alternate location tracking technology in the absence of GPS.
GPS-11	The system shall have the capability to electronically transmit all Offender/Inmate location data to any and/or all Department's designated crime data integration system. This shall be done in a timeframe and format designated by the Department. The Department reserves the right to request points be downloaded (at no additional charge) to other crime data integration systems as requested by other law enforcement agencies.
GPS-12	The system shall have the capability to track changes to information including, but not limited to, schedules, zones, and demographics. These changes shall be auditable and include the identification of the Department staff member making the changes.
GPS-13	The system shall have configurable levels of administrative privileges that allow for changes to be made by the Department at the appropriate privilege level.
GPS-14	The system shall have the capability to communicate wirelessly on the Code Division Multiple Access (CDMA) cellular network using Verizon Wireless as the primary cellular carrier.

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3.4.1 GPS System Performance Measures

Performance Measures (PM)				
No.	Description	Expectation	Measurement Duration	Amount at Risk
PM-001	The Vendor shall provide Training to Department Staff	85% of training evaluation forms completed by Department staff after Contractor's training sessions shall indicate a score of "satisfactory" or better	Quarterly	\$1,000 per percentage point, or fraction thereof
PM-002	The web-based system shall be accessible and available	System uptime shall be no less than 99.9999%	Monthly	\$4000 per percentage point, or fraction thereof

3.5 System User Interface Minimum Requirements

The system shall provide a software application for enrollment, scheduling, and reviewing of Offender/Inmate location and mapping.

System User Interface Requirements (SUI)	
No.	Requirement
SUI-01	System software shall allow for a non-erasable alpha numeric identification designated by the Department (DC number), with no more or no less than six (6) characters. A unique identification shall be used for each Offender/Inmate within the Contractor's system. In addition, the software shall require the following minimum mandatory data fields for initial Offender/Inmate enrollment: <ul style="list-style-type: none"> a. name; b. physical address; c. phone number; d. county of residence; e. system enrollment date; f. serial number of equipment; g. time zone; h. assigned officer; and i. Offender/Inmate photo.
SUI-02	System software shall provide for mapping of Offender/Inmate locations on demand and for saving of mapped locations on the Contractor's database.
SUI-03	System software shall provide a built-in case management system that allows for the entry of narrative-style notes by Department staff and/or the Contractor's monitoring center staff. These notes will be used as documentation of steps taken to resolve Offender/Inmate alarms.
SUI-04	System mapping software used shall include but not be limited to the following:

System User Interface Requirements (SUI)	
	<ul style="list-style-type: none"> a. allow unlimited access to the most up-to-date maps available with aerial and satellite view capabilities; b. allow for zooming/scaling from street level to statewide; c. allow for identification and labeling of points of interest, ; d. display Offender/Inmate location information in a sequenced event and/or at a specific date and time to include speed and latitude/longitude coordinates; e. display inclusion and exclusion zones that shall be printable from the screen, and; f. ability to create free-form travel routes that Offender/Inmates are mandated to follow.
SUI-05	Any software necessary for Department interface shall be provided at the expense of the Contractor, with no licensing fee to the Department. All software shall be subject to pre-approval and testing by the Department
SUI-06	<p>The Contractor shall provide a web-based application that includes, but is not limited to, the following:</p> <ul style="list-style-type: none"> a. An internet link to the Contractor's web-based data application with all data processing functions occurring solely on the contractor's servers; b. The website shall not require any software downloads or remote access to the Department's computers to use the system; c. The web-based application shall provide the ability to efficiently stream aerial mapping data and Offender/Inmate location data with minimal latency during critical hours of operations and concurrency; d. The web-based application shall be accessible twenty-four (24) hours per day, seven (7) days per week while maintaining acceptable processing performance for Offender/Inmate mapping and location data; and e. The web-based application shall allow Department staff to access the application over a TLS connection with 128-bit encryption, using Microsoft Internet Explorer Version 11 or higher and Google Chrome.
SUI-07	The system shall provide a mobile application of the Contractor's web-based software for use by Department staff with mobile computing devices (i.e., smartphone, tablets). The mobile application shall be available on both the Apple and Android operating systems and connect via Wi-Fi or a cellular network.

3.6 Equipment Specifications

Upon Contract award, a verified equipment inventory will be provided to the Contractor by the Department's Contract Manager, or designee, for purposes of the beginning inventory for this Contract.

Equipment Requirements (EQP)	
No.	Requirement
EQP-01	<p>General Equipment Requirements:</p> <p>All equipment provided pursuant to this Contract shall meet the following requirements: (This includes all transmitters, receiver/dialers, re-charging systems, straps, batteries, and any equipment used to secure any of the equipment to the Offender/Inmate).</p> <ul style="list-style-type: none"> a. The Contractor shall be the owner of the electronic monitoring equipment and the GPS tracking software and not a reseller or subcontractor. The Contractor SHALL NOT subcontract GPS tracking devices or equipment, monitoring center services, training, help desk facility and/or the Contractor's Account Management positions;

Equipment Requirements (EQP)

- b. The Contractor shall provide only equipment that meets the highest levels of ruggedness, durability, and performance available, when considering the following: operating temperature, stored temperature range, temperature cycling, shock and vibration, waterproofing, operating humidity range, stored humidity range and tamper resistance;
- c. The Contractor shall provide equipment that meets market safety standards and presents no health or safety hazards to staff and/or Offender/Inmate;
- d. All equipment shall be permanently marked with the model/serial identification numbers and will not change colors or lose labeling after being exposed to common cleaning products;
- e. The equipment shall track an Offender/Inmate on a 24-hour, seven (7) day a week basis and shall be able to confirm the date, time and location of the tracking event;
- f. All equipment shall be designed and manufactured for the specific purpose of tracking and monitoring Offenders/Inmates and shall not be available on the open market;
- g. The equipment shall be currently registered and approved by the Federal Communications Commission (FCC);
- h. All equipment shall be the latest technology currently in use by the Contractor;
- i. All equipment shall be designed so that if an Offender/Inmate tampers with the equipment an alarm is generated;
- j. All equipment shall be manufactured to allow for repeated proper sanitization. The Contractor shall provide instructions to sanitize the equipment, including recommended cleaning agents and methods; and
- k. The equipment shall not have any sharp edges and shall be designed so not to cause excessive chafing or bruising.

EQP-02

Receiver/dialer Requirements:

All receiver/dialers provided pursuant to this Contract shall meet the following requirements:

- a. The Contractor shall provide a receiver/dialer that can be attached to the Offender/Inmate in a manner that will not impede normal activities or work. A case, waist pack, carrying bag or clip is acceptable;
- b. Communication between the receiver/dialer and monitoring center shall be encrypted and should use standard or wireless cellular telephone connections and standard 110-volt AC residential current;
- c. Any part of the receiver/dialer system (including re-charging systems, if applicable) that requires the use of a telephone shall use standard telephone lines, wireless cellular telephones, or both to communicate between the individual receiver/dialer and the monitoring center;

Equipment Requirements (EQP)

- d. The receiver/dialer shall include an internal clock and enough non-volatile memory to store ten (10) days of location data if communication with the monitoring center is disrupted;
- e. The receiver/dialer shall hold a single charge for a minimum period of sixteen (16) hours and is rechargeable for up to twelve (12) months before failing to hold a charge;
- f. The receiver/dialer shall be able to recharge a completely discharged battery to maximum capacity (100% charge) in under 4 hours;
- g. The receiver/dialer shall have an internal, rechargeable battery that shall allow for continuous operation in cases of power failures or if power is interrupted;
- h. The receiver/dialer shall have internal diagnostics that can determine if it is operating properly and the ability to relay the information to the monitoring center;
- i. The receiver/dialer shall have the ability to download location and alarm information via landline in areas with cellular communication issues. If connected to a standard telephone or power line, the receiver/dialer shall have internal surge protection on both the telephone line and power source;
- j. The receiver/dialer shall be wirelessly tethered to a transmitter; communication between the received/dialer and the transmitter shall include encrypted wireless security;
- k. The receiver/dialer shall have onboard processing and the ability to store inclusion/exclusion zone information, schedules and rules;
- l. The receiver/dialer shall acquire GPS within five (5) minutes when placed in an outdoor open air environment;
- m. The receiver/dialer shall have two-way voice communication and the ability to dial pre-programmed telephone numbers; and
- n. The receiver/dialer shall have the capability to receive telephone calls while blocking the display of the incoming telephone number.
- o. The receiver/dialer shall have the capability to receive and display text message notifications.

EQP-03

Transmitter Requirements:

All transmitters provided pursuant to this Contract shall meet the following requirements:

- a. The transmitter shall be small, light and not restrictive. It shall attach around the ankle of the Offender/Inmate and weigh no more than 10 ounces;
- b. The transmitter shall not pose a safety hazard nor unduly restrict Offender/Inmates' activities. It shall be enclosed in a sealed hypoallergenic case that is waterproof, resistant to shock, corrosion,

Equipment Requirements (EQP)	
	<p>chemical solvents, and detergents. It shall function reliably under normal atmospheric environmental conditions of approximately zero (0) to 135 degrees Fahrenheit;</p> <ul style="list-style-type: none"> c. The transmitter shall have an internal, sealed, non-removable battery that does not require charging or changing; d. The battery powering the transmitter shall have a guaranteed life cycle of no less than twelve (12) months; e. The transmitter shall emit an individually coded encrypted wireless signal at least once every 30 seconds, with a transmission range of not less than 150 feet in an open air environment; f. The transmitter shall send a signal indicating a low battery condition exists a minimum of seventy-two (72) hours prior to battery failure; g. The strap and circuitry within the transmitter shall enable the transmitter to immediately notify the Contractor's monitoring center of any tampering attempt or removal from the Offender/Inmates' ankle; and h. The transmitter shall be designed to prevent tracing or duplication of the signal by other electronic devices or equipment.
EQP-04	<p>Shipping of Equipment:</p> <p>The Contractor shall pay all costs associated with shipping (both delivery and return) of all equipment, supplies, and accessories. Shipping will be nationwide as the Department tracks GPS Offenders transferring to other States via Interstate Compact agreements.</p> <p>The replacement of equipment, parts, and consumables shall be sent via two (2)-day mail or overnight mail within 24 hours of notification, if requested by the Department's Contract Manager, or designee, or local FDC GPS program manager.</p> <p>The equipment shall be provided in a shipping container with unpacking/packing instructions, all accessories parts list assembly instructions, care and maintenance instructions and a user manual.</p>
EQP-05	<p>Accessories:</p> <p>All accessories, including straps, waist packs, carrying bags, clips, wall chargers, car chargers and other related supplies and tools necessary for proper installation and operation of the Offender/Inmate Active Tracking System shall be provided at no cost to the Department as specified below:</p> <ul style="list-style-type: none"> a. <u>Straps</u> <p>All straps used to attach equipment to an Offender/Inmate shall be replaceable and designed so that if an Offender/Inmate cuts, severs or otherwise compromises the integrity of the strap an alarm is generated.</p>

Equipment Requirements (EQP)	
	<p>Straps used to attach the equipment to an Offender/Inmate shall have an exterior surface made of hypoallergenic materials, and shall be adjustable in length to fit all Offender/Inmates. All straps designed to attach equipment to an Offender/Inmate shall have the capability to be securely sized to an Offender/Inmate. If straps are pre-sized they shall be immediately available in one-half inch increments or less and shall only be installed on the ankle.</p> <p>b. <u>Waist Pack/Carrying Bag/Clip</u></p> <p>If required for use with the receiver/dialer, waist packs, case, carrying bags, or clips shall be provided to the Department at no additional cost.</p> <p>c. <u>AC Adapters</u></p> <p>The Contractor shall provide an AC adapter suitable for vehicle chargers at no charge.</p>
EQP-06	<p>System/Equipment Technical Assistance</p> <p>The Contractor shall provide remote diagnostic support and troubleshooting technical assistance via a toll-free telephone line 24 hours a day, seven (7) days a week, including holidays.</p> <p>In the event of technical problems that are not resolved from a remote location, the Department's Contract Manager, or designee may, upon request, require the Contractor to provide on-site, technical assistance within 24 hours</p>
EQP-07	<p>Delivered Equipment</p> <p>If any equipment becomes inoperative due to a malfunction or through normal use, the Contractor shall incur all repair and replacement costs.</p> <p>The Department will determine the method, frequency, and location of all equipment and supply deliveries throughout the State.</p>
EQP-08	<p>Upon approval by the Department's Contract Manager, the Contractor may furnish upgraded equipment with improved surveillance technology, at no additional cost to the Department. If it is determined that upgraded equipment is to replace existing equipment, the Department's Contract Manager, or designee, and the Contractor shall develop an agreed upon implementation plan that will include a systematic process to ensure a smooth transition.</p>
EQP-09	<p>Circuit/Community Release Center(s) Backup/Replacement Inventory</p> <p>In each of the Department's designated locations (Circuits & Community Release Centers), the Contractor shall provide and maintain a backup/replacement inventory of active tracking devices equal to or exceeding twenty-five percent (25%) of the actual number of devices currently in use in each Circuit/Community Release Center(s) under this Contract. The number of backup/replacement devices will increase as additional monitoring units are placed in service under this Contract. The location of the backup inventory in each Circuit/Community Release Center(s) will be determined by the Department's Contract Manager, or designee.</p> <p>In the event of any monitoring unit equipment failure, the Department will replace the equipment from the backup/replacement inventory maintained in each</p>

Equipment Requirements (EQP)

Circuit/Community Release Center(s). If backup inventory is placed in service, the Contractor shall be responsible for all costs associated with replacing the Circuit/Community Release Center(s) backup replacement inventory overnight, including standard overnight courier shipping charges, if applicable.

The Department shall not pay the Contractor an inventory fee, storage fee, installation equipment fee, or any other fee related to inventory units and equipment. The Department shall only be obligated to pay the per-diem, per activated, unit rate as set forth in the terms of this ITN.

EQP-10

Lost or Stolen Equipment

The Contractor shall provide the Department an allowance towards lost or stolen equipment. The allowance shall be equal to five percent (5%) of the total annual cost of the Contract to the Department. This will be determined by taking the total annual Departmental costs of the Contract and multiplying that amount by 5%. The result of this calculation will be the dollar amount that the value of lost or stolen equipment must exceed before a liability is attributed to the Department. Lost or stolen equipment will be determined annually through the conduct of an annual equipment inventory, performed by the Department, as of the anniversary date of the Contract. A copy of the annual inventory will be provided to the Contractor for reconciliation purposes.

The Department shall not be held financially responsible for any damaged equipment, but only equipment that is lost or stolen.

This allowance includes all items of equipment containing serial numbers that make up an entire active tracking system, i.e. transmitter, receiver/dialer, charging system. The serial number for any equipment determined to be lost or stolen is required to be provided to the Department's Contract Manager prior to any payment for such equipment by the Department.

Payment for any equipment in excess of the allowance will be made in accordance with prices contained in the Contractor's Lost or Stolen Equipment Price List. Vendors will be required to submit these prices during the negotiation phase of the ITN.

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3.6.1 Equipment Performance Measures

Performance Measures (PM)				
No.	Description	Expectation	Measurement Duration	Amount at Risk
PM-004	The Department will conduct a monthly unannounced test by cutting the transmitter strap of 2 Offenders and 2 Inmates	Alarm reported to the Department within five (5) minutes of unannounced testing. Department staff will ensure there is adequate cellular connectivity at the location prior to conducting the test	Monthly	\$7,500 for each alarm not reported within five (5) minutes

3.7 Monitoring and Notification

The Contractor shall provide monitoring 24 hours per day, seven (7) days per week of assigned active tracking units. Upon receipt of an alarm, the system shall have the capability to provide an automated notification as specified by the Department’s Contract Manager, or designee, by email, text message, or by telephone in accordance with the following minimum requirements:

Monitoring and Notification Requirements (MON)	
No.	Requirement
MON-01	The System shall provide an alarm notification to the Offender/Inmate’s receiver/dialer when the tether is lost between the transmitter and receiver/dialer. The alarm notification shall be reported to the Department immediately, but not longer than 5 minutes after the alarm processing has expired per mutually agreed upon Contractor response protocols via email, text messaging or by telephone.
MON-02	The System shall provide an alarm notification to the Offender/Inmate when the receiver/dialer loses the GPS signal. The alarm notification shall be reported to the Department immediately, but not longer than 5 minutes after the alarm processing has expired per mutually agreed upon Contractor response protocols via email, text messaging or by telephone.
MON-03	The System shall provide an alarm notification to the Offender/Inmate when the Offender/Inmate is late returning home from an approved absence or leaves home when unscheduled. The alarm notification shall be reported to the Department immediately, but not longer than 5 minutes after the alarm processing has expired per mutually agreed upon Contractor response protocols via email, text messaging or by telephone.
MON-04	The System shall provide an alarm notification when the Offender/Inmate is in an area defined to be off limits (exclusion zone). The alarm notification shall be reported to the Department immediately via email, text messaging or by telephone.

Monitoring and Notification Requirements (MON)	
MON-05	The System shall provide an alarm notification when jamming and/or shielding of the GPS signal is detected. The alarm notification shall be reported to the Department immediately, but not longer than 5 minutes after the alarm processing has expired per mutually agreed upon Contractor response protocols via email, text messaging or by telephone.
MON-06	Equipment failures and tampering shall be considered an alarm and shall be reported to the Department immediately, via email, text messaging or by telephone.
MON-07	Communication loss with the receiver/dialer shall be considered an alarm and shall be reported to the Department. The alarm notification shall be reported to the Department immediately, but not longer than five (5) minutes after the alarm processing has expired per mutually agreed upon Contractor response protocols via email, text messaging, or by telephone
MON-08	The System shall provide an alarm notification to the Offender/Inmate when the receiver/dialer battery is low. The alarm notification shall be reported to the Department immediately, but not longer than five (5) minutes after the alarm processing has expired per mutually agreed upon Contractor response protocols via email, text messaging or by telephone. Notification of low battery in the transmitter shall be reported to the Department by email.

3.7.1 Monitoring and Notification Performance Measures

Performance Measures (PM)				
No.	Description	Expectation	Measurement Duration	Amount at Risk
PM-003	Reporting of System Failures to the Department	Notify the Department of system failures reported within 60 minutes	Per occurrence	\$5,000 per notification received after 60 minutes

3.8 Contractor Monitoring Center Requirements

The Contractor Monitoring Center shall operate 24 hours per day, seven (7) days per week including all holidays. The Contractor's Monitoring Center staff shall triage predetermined alarm notifications, including responding to alarms with direct telephone contact with the Offender/Inmate for resolution as defined by the Department. If the Contractor's Monitoring Center staff are unable to resolve alarm notifications, the Contractor's monitoring center shall escalate alarms to Department staff for handling. In the event Department staff does not acknowledge receipt of the notification, the Monitoring Center shall initiate a call-tree escalation, as specified by the Department's Contract Manager or designee.

Additionally, the Contractor's Monitoring Center shall adhere to the following requirements:

Contract Monitoring Center Minimum Requirements (CMC)	
No.	Requirement
CMC-01	The Contractor's place of business and monitoring center service facilities used for this program shall be located within the United States of America. The Contractor's primary monitoring center shall be capable of uninterrupted operation 24/7/365. This includes all systems, hardware and software, and communications and building support services such as electrical power.

Contract Monitoring Center Minimum Requirements (CMC)	
CMC-02	The Contractor's Monitoring Center shall provide the capability for every human voice call in and out of the Contractor's Monitoring Center to be recorded with a transaction record that indicates the date, time, called number or calling number and length of the call. This information shall be made available to the Department's Contract Manager, or designee, at the Department's request.
CMC-03	The Contractor's monitoring center shall be monitored 24-hours a day, seven (7) days a week, including holidays to ensure that any interruption in service is detected and resolved.
CMC-04	The Contractor's Monitoring Center shall have a permanently installed and functioning backup power source, independent of its main power source, capable of maintaining continuous operations, for a minimum of 48 hours, in the event of failures of normal utility power. In the event any component of the Contractor's service becomes inoperable, the Contractor shall immediately notify the Contract Manager, or designee, by telephone, but no later than 60 minutes after the service failure.
CMC-05	The Contractor's Monitoring Center shall have duplicate computers with the ability to, at a minimum, permit restoration of data collection and user monitoring services within 10 minutes after the computer failure.
CMC-06	The Contractor's Monitoring Center shall have duplicate data storage devices with automated failover and automatic re-establishment of the duplicate databases upon replacement of the failed storage device.
CMC-07	The Contractor shall have a secondary (backup) Monitoring Center capable of providing full operational functions in the event the primary Monitoring Center is disabled. The secondary Monitoring Center shall be located a sufficient distance from the primary center, such that it is unlikely to be adversely affected by a manmade or natural event or loss of electrical or communications services that would disable the primary Monitoring Center.
CMC-08	The Contractor shall maintain redundant equipment in the Monitoring Center so that interruptions in service are avoided.
CMC-09	The Contractor shall have documented policies and procedures for network security, application security, data transmission and data security, as well as Monitoring Center physical security.
CMC-10	Each Contractor's Monitoring Center shall have ventilation and temperature control adequate to ensure proper functions of the Monitoring Center hardware.
CMC-11	The Contractor shall maintain a written Disaster Recovery Plan to cover power failures, telephone system failures, local equipment failures, flood or fire at the Monitoring Center and continued continuity of operations.
CMC-12	The Contractor shall perform complete support of all interface hardware and software equipment (within the monitoring center) necessary to ensure the provision of service for the duration of the contract.
CMC-13	The Contractor shall maintain professional, highly trained, and qualified staff to monitor and operate the Monitoring Center equipment.
CMC-14	The Contractor shall provide the Department a contact number, accessible 24 hours a day, seven (7) days a week for the purpose of reporting problems that might be experienced.
CMC-15	The Contractor's Monitoring Center shall provide an initial response to predetermined statewide alarm notifications to troubleshoot and resolve the notifications, per established protocols, as agreed to by both the Department and the Contractor. In the event an alarm notification is unresolved, the Contractor's Monitoring Center shall be responsible for contacting the Department's designated officer via text message, email or phone. The means or mode of contact shall be at the Department's discretion. These services shall be provided 24 hours per day, seven (7) days per week. For informational purposes only, an example of the Department's current Monitoring Center Protocols and Procedures can be provided as a Restricted Protocol, in accordance with Section 2.7.

Contract Monitoring Center Minimum Requirements (CMC)	
CMC-16	The Contractor shall provide a dedicated toll-free telephone number to be supplied to the Department's supervised Offender/Inmates which shall be used to contact the Department's Monitoring Center for alarm notification resolution.
CMC-17	The Contractor's Monitoring Center shall have redundant inbound and outbound communication services, provided by distinct carriers and/or methods, such that the failure of the primary service or method shall not adversely affect the secondary (backup) service or method.
CMC-18	The Contractor shall provide immediate notification via telephone, cellular telephone, text message, and email 24 hours a day, seven (7) days a week to designated Department staff when an alarm notification is generated. The Contractor's Monitoring Service shall include the capability to administer a phone call by a live staff person in the Monitoring Center in response to designated alarm notifications.
CMC-19	The Contractor shall be able to receive a verifiable confirmation via a telephone call from the Monitoring Center to the designated Department staff to confirm that all immediate alarm notifications were received/acknowledged by Department staff.
CMC-20	The Contractor shall provide a closed loop alarm notification process (e.g., receive confirmation from Department staff acknowledging receipt of an alarm) for all alarms escalated to Department staff.
CMC-21	The Contractor shall be responsible for maintaining a call tree to be used when contacting Department staff to report unresolved alarm notifications pursuant to established protocols. For informational purposes only, a copy of the Department's current call-tree escalation protocols can be provided as a Restricted Protocol by following the procedure outlined in Section 2.7.

3.8.1 Contract Monitoring Center Performance Measures

Performance Measures (PM)				
No.	Description	Expectation	Measurement Duration	Amount at Risk
PM-005	Address and resolve Department-generated alarm notifications per Department protocols	60% of alarms generated resolved according to protocols	Monthly	\$3,000 per percentage point, or fraction thereof

3.9 Reporting Requirements

The Contractor shall be responsible for providing reports to the Department in accordance with the following requirements:

Reporting Minimum Requirements (REP)	
No.	Requirement
REP-01	Data Requirements At a minimum, the system shall provide data using extensible markup (XML) tags as defined by the Justice XML workgroup and approved by the Department.
REP-02	The Contractor shall have the ability to write files to a server at the Contractor's site and shall allow the Department to retrieve the files on a daily basis thru a Secure File Transfer Protocol (SFTP).

Reporting Minimum Requirements (REP)

The files will need to include the following information:

FILE 1 – Alarm file

- a. The key file the Contractor uses to distinguish each alarm.
- b. The type of alarm as defined by the Department.
- c. The DC number of the Offender.
- d. Date and time of the alarm.
- e. Length of the alarm (until resolution).

FILE 2 – Comment file

- a. The key field the Contractor uses to distinguish each alarm.
- b. Comments relating to the alarm.
- c. Date and time of updates to the comments.

FILE 3 – Alarm cleared

- a. The key field that the Contractor uses to distinguish each alarm.
- b. Date and time the alarm was cleared.

FILE 4 – Points reviewed

- a. The DC number of the Offender/Inmate.
- b. The DOC USERID of the officer reviewing the points.
- c. Date the points were reviewed.
- d. Dates of the points reviewed by the officer

REP-03

System Generated Reports:

At a minimum, the system shall allow the Department to generate the following “canned” reports directly from the system database through the secure internet site. To ensure that reports are accurate and timely, the system’s database shall be updated in real-time to ensure all report data is current when viewed and/or downloaded by Department staff. 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 and PDF format. Report formats shall be subject to final approval by the Department’s Contract Manager, or designee. For informational purposes only, examples of current system generated reports have been included herein as Attachment IV, Examples of System Generated Reports.

Equipment Report: The system shall provide a real-time report of all assigned equipment (in use) and inventoried equipment containing a serial number. This report shall include description/type of equipment, serial number, assigned Offender/Inmate, assigned officer (if applicable), Circuit/Community Release Center(s) identifier and totals.

Offender/Inmate Alarm Report: The system shall provide the Department the ability to generate an alarm report, queried by individually assigned Offender/Inmate and date parameters that identify the type of alarm, time of alarm, method of alarm (text message, email or phone call) and recipient of alarm.

Offender/Inmate Report: The system shall provide the Department the ability to generate a summary report of all Offender/Inmates by Circuit/Community

Reporting Minimum Requirements (REP)

Release Center(s) and/or assigned officer that identifies Offender/Inmate name, DC #, address, and officer assigned.

Data Fields/Entry Exceptions Report: The system shall provide the Department the ability to generate a report that identifies all data fields currently in use and identifying any incomplete or missing data entry.

Circuit/Community Release Center(s) Alarm Report: The system shall provide the Department the ability to generate an alarm report, queried by Circuit/Community Release Center(s) identifier and date parameters that identifies the assigned Offender/Inmate, type of alarm, method of alarm (text message, email or phone call) and recipient of alarm.

Alarm Notification: The system shall provide the Department the ability to generate a report by date parameters, sorted by Circuit/Community Release Center(s), identifying the number and type of alarms during specified time parameters, such as:

- a. Monday-Friday, 8:00 a.m.- 5:00 p.m.;
- b. Weekdays after-hours; and
- c. Weekends.

Summary Totals: The system shall provide the Department the ability to generate a report by summary totals, such as:

- a. Total number of alarms per Circuit/Community Release Center(s);
- b. Percent of total Circuit/Community Release Center(s) alarms per type of alarm; and
- c. Average number of alarm notifications per month, per Offender/Inmate, within the Circuit/Community Release Center(s).

Current Usage Report: The system shall provide the Department the ability to generate a current usage report indicating the actual number of daily service units used to date (real time) for the monthly period. This report should be detailed to reflect Offender/Inmate name, DC #, service type, and number of days used to date.

Monthly Usage Report: The system shall provide the Department the ability to generate a total monthly usage summary report, downloadable on the 5th day of the month, indicating the actual number of active GPS units used during the previous month's' time-period. This report should be detailed to reflect Offender/Inmate name, DC#, type of service and number of days used for the preceding monthly period and shall be subtotaled by Circuit/Community Release Center(s). Any additions or deletions to the monthly usage report after the 5th of the month shall be provided by written notice to the Department's Contract Manager, or designee. A copy of this report shall also accompany the monthly invoice.

Ad Hoc Reports: The Contractor shall provide the Department ad hoc reporting from the system upon request of the Department's Contract Manager, or designee.

Reporting Minimum Requirements (REP)	
	NOTE: The Department reserves the right to modify reporting requirements as necessary, upon 30 days written notification to the Contractor
REP-04	<p>Contractor Reports:</p> <p>The Contractor shall submit reports as outlined below in a format approved by the Department's Contract Manager, or designee:</p> <p><u>Daily Alarm Summary Report:</u> The Contractor shall submit a daily report (between the hours of midnight and 6:00 a.m. for the previous day) that identifies each alarm, type of alarm, time alarm occurs and clears, assigned officer, assigned Offender/Inmate, and totals. This report shall be sorted by Circuit/Community Release Center(s) and shall be emailed to all designated officers within the Circuit/Community Release Center(s).</p> <p><u>Monthly System Performance Report:</u> The Contractor shall submit a monthly report, no later than the tenth (10th) day of the month for the preceding month, on the performance of the system, including any system interruptions to the Department's Contract Manager or designee. Additionally, regular operational metrics such as the timing of system updates, failed connections and any system unavailability shall be reported.</p> <p><u>Annual Summary Report:</u> The Contractor shall submit an annual summary report, on the anniversary date of the Contract, of all issues identified or reported by field and Central Office staff, including the Department's Contract Manager, or designee. The Contractor shall also include information on the following: new technology employed, improvements to the equipment and/or service delivery, dates of training and or on-site technical assistance and court appearances.</p> <p><u>Ad Hoc Reports:</u> The Contractor shall provide the Department ad hoc reports upon request of the Contract Manager, or designee.</p> <p>NOTE: The final report format shall be approved by the Department's Contract Manager, or designee. The Department reserves the right to modify reporting requirements as necessary, upon 30 days' written notification to the Contractor.</p>

3.9.1 Reporting Performance Measures

Performance Measures (PM)				
No.	Description	Expectation	Measurement Duration	Amount at Risk
PM-006	Delivery of Reports (for all service areas)	95% of Reports submitted no later than the 10 th calendar day of the month	Monthly	\$500 per percentage point, or fraction thereof.

3.10 Ongoing Demonstration/Testing of Units

Prior to award of the Contract, the Department reserves the right to conduct an initial test of the Contractor's equipment to ensure that it complies with all the requirements of this ITN. After Contract award, the Department intends to conduct a more rigorous testing of the Contractor's equipment to ensure that it meets all the needs of the Department and this ITN. The Department reserves the right to condition execution of a Contract on the successful testing of the Contractor's equipment.

For the life of the Contract (including renewal period, if renewed), the Contractor shall allow the Department the use of five (5) active GPS monitoring units for demonstration and/or testing purposes, not to exceed a five (5) day period for any single demonstration/test period. These units shall not be part of the backup inventory and shall be provided at no additional cost. Units may be demonstrated/tested at the discretion of the Department.

3.11 Training and Training Manuals

The Contractor shall provide appropriate training for all Contractor staff working in the monitoring center to ensure that they have sufficient knowledge regarding the system to allow them to effectively respond to questions and to fully use the system and equipment.

The Contractor shall develop and provide on-site training for Department staff on the operational use of the system and the use of all associated equipment and services, specifically training in the use of new electronic monitoring technology.

Prior to, or during the first six months of service implementation, the Contractor shall be prepared to provide start-up training on an accelerated schedule on mutually agreeable dates and at Department-designated locations.

In addition, after implementation training, the Contractor shall provide additional training by the Contractor's staff at a minimum of one time per year for Department staff in each of the Department-designated locations. Training shall be performed on a mutually agreed upon schedule at Department designated locations with final approval by the Department's Contract Manager or designee.

The training curriculum and evaluation forms should be submitted by the Respondent in response to the ITN. Once a Contract has been executed, the Contractor will request the Department's approval in writing. Once approved, any subsequent changes to these documents shall be approved in writing by the Department's Contract Manager.

The Contractor shall provide all materials and equipment necessary to perform the training and shall use actual equipment currently being used.-All training manuals and material shall be housed on the Contractor's password protected internet connected database and be accessible to print. Additional training manuals shall be provided upon request of the Contract Manager or designee.

The Contractor shall conduct an evaluation of each training session specifically focused on course content and effectiveness of instructor, utilizing the Contractor's approved form, to be completed by Department staff. Copies of the evaluation forms shall be provided to the Department.

All training and all associated training materials shall be provided at no cost to the Department.

3.12 Contractor Staff

3.12.1 Contractor Staff Levels and Qualifications

The Contractor shall provide an adequate level of staffing for the provision of the services outlined herein and shall ensure that staff providing services are highly trained and qualified. Additionally, the Contractor shall establish and maintain a good working relationship with the judiciary, criminal justice system, Department staff, and the community. The Contractor shall also serve as a liaison between each in addressing system issues. The Contractor shall have paid awake staff on duty at the Monitoring Center 24 hours a day, seven (7) days a week, and twenty sufficient staff to provide training. In addition to technical and training staff, the Contractor shall minimally provide an Account Management Team in support of this Contract, which shall consist of the following:

Account Management Team

The Account Management Team shall be comprised, at a minimum, of five (5) full-time positions, located in Florida and solely dedicated to the Department. The Account Management Team shall include one (1) account manager position and four (4) account representatives' positions. The Account Management Team shall be directly responsible for the 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 Contractor.

The Contractor shall be responsible for ensuring that the Account Manager attends meetings upon Department request. The Contractor shall be responsible for all expenses incurred for travel, including transportation, meals, and per diem incurred on behalf of the Account Manager's position.

The price for the Account Management Team shall be factored into the per-diem price provided in the "ACTIVE GPS" section of Attachment I, Price Information Sheet.

On-Site Contracted Staff

The Contractor shall provide an on-site electronic monitoring staff member at each of the Department's designated Community Release Center(s). The cost of these staff members shall be proposed as an additive per-diem price on Attachment I, Price Information Sheet. The Department anticipates that GPS electronic monitoring services may be required at additional community release centers in the future. Therefore, the Department requests that the Vendor assume a total of 16 On-Site Contracted Staff members for purposes of filling out the additive per-diem section of Attachment I, Price Information Sheet. The Contractor shall provide a copy of the job description for this position. The description shall include specific job functions and minimum qualifications of the identified position. The Department requires a high school diploma or GED, and two (2) years' experience working with computers at a minimum for the On-Site Electronic Monitoring Staff. A minimum of one full-time position, 40 hours per week, will be provided at each of the Department's designated Community Release Center(s). In addition to the full-time position, the Contractor shall provide a part-time position, at a minimum of 20 hours per week, at each of the Department's designated Community Release Center(s) with a bed count equal to or exceeding 100. The full-time position work hours will commence no earlier than 7:00 a.m., Eastern Time and the part-time position work hours will commence no earlier than 4:00 p.m., Eastern Time. Both positions may be subjected-to work on the weekends.

The minimum required duties shall include:

- a. Assist the Department with providing electronic monitoring orientation to the Inmates. Orientation will consist of specific instructions for complying with the rules and regulations of the Departments electronic monitoring program;
- b. Installation and activation of the electronic monitoring equipment on Inmates assigned to community release center(s) work assignment, ensuring that all rules required to have actions are properly set up per the Department's protocols and procedures;
- c. Input and update geographical zones and Inmates' schedules in the Contractor's software application as directed by the Department;
- d. Assist the Department with reviewing the location data (tracking points) of all Inmates on electronic monitoring and refresh points as needed to confirm compliance with all rules, zones, and curfews by comparing the tracking points daily with the Inmate's approved daily schedule;
- e. Assist the Department with investigating alarm notification(s) and document the action taken to resolve the alarm(s) in the Contractor's software application;
- f. Assist the Department with all active GPS alarm notifications by acknowledging receipt of the alarm notification with the monitoring center and document action taken to resolve the alarm notification in the Contractor's software application;
- g. Track the need for equipment replacement, report lost, stolen, or unaccounted equipment to the Bureau of Classification Management, including the type of equipment, serial number, and location of equipment if known;
- h. Ensure equipment is sanitary, accounted for by maintaining an equipment inventory, and stored in a secured location provided by the Department;
- i. Visually and physically inspect all equipment prior to installation for deficiencies and inspect on a weekly basis to ensure it is sized appropriately and has not been tampered with or otherwise altered;
- j. Troubleshoot electronic monitoring equipment issues and determine if equipment needs to be replaced/returned to the Contractor; and
- k. Provide electronic monitoring reports monthly to the Contractor and the Department.

3.12.2 Contractor Requirements

3.12.2.1 Conduct and Safety Requirements

The Contractor's staff shall 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, particularly rules of conduct, employee uniform and clothing requirements (as applicable), security procedures, and any other applicable rules, regulations, policies and procedures of the Department.

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

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

3.12.2.2 Staff Background/Criminal Record Checks

- a. The Contractors' staff assigned to this Contract shall be subject, at the Department's discretion and expense, to a Florida Department of Law Enforcement (FDLE) Florida Crime Information Center/National Crime Information Center (FCIC/NCIC) background/criminal records check. This background check will be conducted by the Department and may occur or re-occur at any time during the Contract period. The Department has full discretion to require the Contractor to disqualify, prevent, or remove any staff from any work under the Contract. The use of criminal history records and information derived from such records checks 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 Contractor. The Department shall not confirm to the Contractor the existence or nonexistence of any criminal history record information. In order to carry out this records check, the Contractor shall provide, upon request, the following data for any individual Contractor or subcontractor's staff assigned to the Contract: Full Name, Race, Gender, Date of Birth, Social Security Number, Driver's License Number and State of Issue. If requested, the Contractor's staff shall submit to fingerprinting by the Department of Corrections for submission to the Federal Bureau of Investigation (FBI). The Contractor shall not consider new employees to be on permanent status until a favorable report is received by the Department from the FBI.

- b. The Contractor shall ensure that the Department's Contract Manager, or designee, is provided the information needed to have the NCIC/FCIC background check conducted prior to any new Contractor staff being hired or assigned to work under the contract. The Contractor shall not offer employment to any individual or assign any individual to work under the contract, who has not had an NCIC/FCIC background check conducted.
- c. No person who has been barred from any Department institution or other facility shall provide services under this Contract.
- d. The Contractor shall not permit any individual to provide services under this Contract who is under supervision or jurisdiction of any parole, probation or correctional authority. Persons under any such supervision may work for other elements of the Contractor's agency that are independent of the contracted services.

3.13 Litigation-Related Testimony

The Contractor acknowledges that services performed under this contract are for criminal justice Offender/Inmates on legal supervision and as such, the Contractor may receive written/verbal requests or legal subpoenas from the Circuit Court, State Attorney's Office, Public Defender's Office, Florida Commission on Offender Review (FCOR) and/or other judicial entities to provide testimony regarding monitoring equipment, system specifications and functioning, including the accuracy and reliability of reports/results. The Contractor shall make available qualified personnel to provide testimony as requested or subpoenaed. Reimbursement for costs incurred shall be made by the judicial entity requesting testimony or issuing the legal subpoena (as applicable) and shall be at the standard rates established for the level of testimony provided.

The Contractor shall ensure that qualified personnel is available to provide such expert testimony and that personnel responds timely and/or appears as stipulated in the request and/or subpoena. The Contractor shall immediately notify the Department's Contract Manager, or designee, upon receipt of any subpoena involving or affecting the Department.

The Contractor shall maintain communication and work cooperatively with the Circuit Court, State Attorney's Office, Public Defender's Office, FCOR and/or other judiciary entities in providing educational materials and/or instructions concerning monitoring equipment, system specifications and system functioning.

The Contractor shall provide a central point of contact from which the Circuit Court, State Attorney's Office, Public Defender's Office, FCOR and/or other judicial entities may request technical assistance on litigation issues and the methodology and accuracy of testing.

3.14 Advertising/Promotions

The Contractor shall not issue news releases, advertisements or news articles, or any other information of any kind related to the Department, including statistical data, Offender/Inmate information or programs without prior written approval from the Department's Contract Manager, or designee. Additionally, the Contractor will notify the Department of any requests received within one (1) business day of receipt.

3.15 Quality Assurance Program

The Contractor shall have a formal quality assurance/quality control program in place that demonstrates that internal review and quality control processes are in place and routine evaluations of the quality of the system, equipment and service are performed to ensure compliance with the terms and conditions of the contract. A copy of the quality assurance/quality control program shall be submitted in accordance with Section 4.9, Contents of Reply Submittals.

3.16 Monitoring Methodology

3.16.1 Monitoring Performance Outcomes and Standards

The Department's Contract Manager, or designee, will monitor the Contractor's service delivery quarterly (unless otherwise stated) to determine if the Contractor has achieved the required level of performance for each Performance Measure. Performance Measures shall be measured/assessed as specified beginning the second month after services have been fully implemented.

If the Department determines that the Contractor has failed a Performance Measure, Contractor will be sent a formal contract communication. Note: The Contractor shall correct all identified non-compliant service delivery related to failure to meet any Performance Measure; however, this shall not negate the fact that a Performance Measure has not been met and that Financial Consequences will be imposed.

3.16.2 Monitoring Other Contract Requirements

Monitoring for Other Contract Requirements shall be conducted as determined necessary but no less than annually. A monitoring tool will be used by the Department's Office of Community Corrections in review of the Contractor's performance. Such monitoring may be conducted during either announced or unannounced site visits.

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

Within ten (10) days of receipt of the Department's monitoring report, (which may be transmitted by email), the Contractor shall provide a formal Corrective Action Plan (CAP) to the Department's Contract Manager, or designee, (email acceptable) in response to all noted deficiencies to include responsible individuals and required time-frames for achieving compliance. Such timeframes for compliance shall not exceed 30 days from the date of receipt of the monitoring report by the Contractor unless specifically agreed upon in writing by the Department's Contract Manager, or designee. CAPs that do not contain all information required shall be rejected by the Department in writing (email acceptable). The Contractor shall have five (5) days from the receipt of the written rejection to submit a revised CAP. This will not increase the time for compliance, and correction of the noted

deficiencies. The Department's Contract Manager, Contract Monitoring Team, or other designated Department staff may conduct follow-up monitoring reviews at any time to determine compliance based upon the submitted CAP.

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

During follow-up monitoring, any noted failure by the Contractor to correct deficiencies identified in the monitoring report within the time-frame specified in the CAP may result in application of Financial Consequences in accordance with the Performance Measures.

3.16.3 Repeated Instances

Repeated instances of failure to meet the Performance Measures or to correct deficiencies may, in addition to the imposition of Financial Consequences, result in the determination of Breach of Contract, and/or termination of the Contract in accordance with Section 5.27.3, Termination for Cause.

3.17 Deliverables

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

- Vendor performance in accordance with performance measures; and
- Daily Unit of Service for Active GPS as outlined in Section 3, and defined in Section 1.

3.18 Scope Change after Contract Execution

During the term of any Contract resulting from this ITN, the Department may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, if such changes are within the general scope of the Contract.

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

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

3.19 Value-Added System Functionality, Equipment Functionality and/or Services

Value-added system functionality, equipment functionality and/or additional services that exceed the minimum specifications contained herein are desired by the Department. Vendors shall clearly describe any value-added functionality or services in accordance with the requirements of Section 4.9.

3.20 Future Transitions, Contract Expiration Tasks

At the expiration of the Contract resulting from this ITN, the Contractor shall cooperate with the Department in transitioning to a new Vendor if a subsequent procurement results in a new Vendor being awarded a Contract for Active GPS electronic monitoring services. This may include, as the contractual expiration date approaches, a reduction in the number of Active GPS units being provided by the Contractor so that a new Vendor can transition into providing services. This

reduction may be by Region or Judicial Circuit. The Department shall have sole discretion in determining the best manner to transition services to a new Vendor, if applicable.

Upon the expiration date of the Contract (or any other termination date), the Contractor shall timely provide the most up-to-date copy of the system's database, including all historical data, the data dictionary, file layouts, code tables, code values, data relationships, keys, and indices etc., in a format to be determined by the Department's Contract Manager, or designee. In addition, the Contractor shall immediately provide a single read-only license for the Department's use for a period of one (1) year.

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 Procurement Officer

Questions related to the procurement should be addressed to:

Marianne Yancey, Procurement Officer

Florida Department of Corrections
Office of the Financial Management
Bureau of Procurement
501 S. Calhoun Street
Tallahassee, FL 32399
Telephone: (850) 717-3700
Email: purchasing@fdc.myflorida.com

4.3 Questions

Pursuant to Section 287.057(23), F.S., Vendors who intend to respond to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting of the Notice of Agency Decision (excluding Saturdays, Sundays, and state holidays), any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

Questions will only be accepted if submitted in writing and received on or before the date and time specified in the Timeline. Responses will be posted on the Vendor Bid System (VBS) by the date referenced in the Timeline.

Interested parties are encouraged to carefully review all the materials contained herein and prepare Replies accordingly.

4.4 Special Accommodations

Any person with a qualified disability requiring special accommodations at a public meeting, oral presentation and/or opening should call the Bureau of Procurement at (850) 717-3700, at least five (5) days prior to the event. 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).

4.5 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.

4.6 Reply Bond

Each Vendor is required to submit a Certified Check, Cashier's Check or Reply bond with its response, in the amount of three hundred twenty five thousand (\$325,000) dollars. If submitting a bond, rather than a check, the Department requires the Vendor's surety company to complete the Department's Reply Bond Form, included as Attachment V. 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 (5) 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 check/bond shall be payable to the Florida Department of Corrections. The check/bond ensures against a Vendor's withdrawal from competition subsequent to their submission of a Reply. The check/bond will be returned to unsuccessful Vendors upon the execution of a Contract with the successful Vendor or upon cancellation of the solicitation. The check/bond of the successful Vendor will be retained until the Contract is executed and the Department receives the required performance bond. The Reply check/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. Negotiable instruments submitted will be deposited into the State Treasury. After execution of the Contract, return of the funds submitted pursuant to Section 4.6 will be accomplished by issuing a warrant made payable to the Vendor within five (5) business days. Any request for withdrawal of a submitted Reply, requested after five (5) business days will be subject to provisions of this section.

4.7 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 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 monitoring center or other help services, will be performed by persons located in the United States;
- c) Vendor has at least three (3) years of business/corporate experience within the last five (5) years providing 2,500 or more active GPS electronic monitoring devices within a single contract to correctional, criminal justice or law enforcement agencies located within the United States;
- 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 Contractor to the Department for all services provided under the Contract that results from this ITN;
- f) Respondent must be able to demonstrate their ability to meet the performance bond requirements. Prior to execution of a prospective Contract, Vendor will deliver to the Department a performance bond or irrevocable letter of credit in the amount equal to the lesser of \$2,000,000.00 or the average annual price of the Contract (averaged from the initial five (5) 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 shall deliver to the Department, in accordance with Section 4.6 of the ITN, a Reply bond or check in the amount of \$325,000. The check/bond ensures against a Vendor's withdrawal from competition subsequent to their submission of a Reply.
- h) Vendor is registered, or will agree to register, in MFMP before execution of the prospective contract. SEE PUR 1000, SECTION 14. The transaction fee applies to this Contract and is detailed in PUR 1000.

4.8 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 Reply to this ITN, each Vendor shall:

- a) Submit the Technical Reply and the Cost Reply in separately sealed packages.
- b) Submit one (1) signed original plus six (6) hardcopies of the Technical Reply, sealed separately from the Cost Reply.
- c) Submit one (1) signed original plus six (6) hardcopies of the Cost Reply, sealed separately from the Technical reply. Please note the Cost Reply may be shipped along with the Technical Reply as long as it is sealed separately within the box.
- d) Submit six (6) searchable electronic 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 six (6) searchable electronic copies of the Cost Reply on a CD-ROM separate from the Technical Reply. In the event of differences between the price 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 (1) 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 one (1) – six (6), in sequential order for ease of tracking.

4.9 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, cost methodology and assumptions, 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, 2017, 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 \$2,000,000. **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 VI**) signed by the same person who signs the above-mentioned cover letter.

TAB B Experience and Ability to Provide Services (limit 50 pages)

TAB B shall include the following information:

The purpose of this section is to provide the Department with a basis for determining the Vendor's competence and experience to undertake a project of this size. The Department is not interested in a voluminous description of previous contracts but rather a concise and thorough description of relevant information, background and experience as specified herein.

The Vendor shall supply the following information for the legally qualified corporation, partnership or other business entity submitting the Reply under this ITN that will be performing as "the Contractor" and insert it under **Tab B**.

a) Business/Corporate Background

The background information of the Vendor must demonstrate the capability to perform for the Contract resulting from this ITN. These details, at a minimum, shall include:

1. date established;
2. ownership (public company, partnership, subsidiary, etc.);
3. primary type of business and number of years conducting primary business;
4. total number of employees;
5. list of all officers of the firm indicating the percentages of ownership of each officer, and the names of the Board of Directors, if applicable; and
6. list of names known to the Vendor of any Department employees having a direct or indirect financial interest in the Vendor's company. An indirect financial interest means a financial interest in the Vendor's company by a member of a Department employee's immediate family.

b) Narrative/Record of Past Experience

As indicated in Section 2.2 and Attachment VI, it is a mandatory responsiveness requirement that the Vendor has at least three (3) years of business/corporate experience within the last five (5) years providing 2,500 or more active GPS electronic monitoring devices within a single contract to correctional, criminal justice or law enforcement agencies located within the United States. Details of the Vendor's experience that meets this requirement shall be provided in narrative form and in sufficient detail so that the Department is able to judge its complexity and relevance. Specifically include:

- i. a description of past years' experience providing GPS electronic monitoring equipment and services;
- ii. a description of past experience and the specific length of time providing Active GPS services (as identified in this ITN);
- iii. all current and/or past (or within three (3) years) federal, state or government contracts for the provision of electronic monitoring services, and the number of active GPS units utilized for each;
- iv. a narrative summary of contract performance in the above-identified contracts, including any major adverse findings;
- v. the name and telephone number and address for the specified federal, state, or government contract manager;
- vi. a summary of any exemplary or qualitative findings, recommendations, or other validations, demonstrating operational experience. (i.e., specialized accreditation, grant awards, etc.).

c) Business/Corporate References

The Vendor shall furnish a minimum of three (3) and a maximum of five (5) business/corporate references with their Reply, utilizing the form provided as Attachment VII of this ITN to support the experience requirement. In order to qualify as current expertise, services described by references shall be ongoing or have been completed within the 12 months preceding the issue date of this ITN.

The references shall be completed and signed by the individual offering the reference, and certified by a notary public. Reference(s) shall identify the type of services/facility/operation provided by the Vendor, dates of service provision, the firm/agency name of the entity for which the services were provided, and the reference signer's current telephone number and address. Reference(s) shall include a paragraph describing services similar in magnitude and

scope to those requested in the ITN. **Current or former employees of the Department may NOT be used and will NOT be accepted as references.** The Department reserves the right to contact reference sources not listed in the Reply.

d) Organizational Charts

The Vendor shall provide an organizational chart outlining the hierarchy of key project personnel and the proposed staffing plan for the Contract proposed under this ITN.

e) Project Personnel

The Vendor shall provide a job description outlining the duties and responsibilities of the Contractor's project personnel identified in Section 3.12 (Account Manager, Account Representatives, On-site Electronic Monitoring Staff), and any other positions the Contractor proposes to use for the provision of services for the Contract proposed under this ITN. The job descriptions should include specific job functions, and minimum qualifications for the identified positions.

TAB C Description of Solution (limit 25 pages)

In **TAB C**, Vendor shall describe:

- a) Its understanding of the current state of GPS electronic monitoring services in the Florida Department of Corrections;
- b) Its understanding of goals and general requirements of this solicitation;
- c) Its overall approach to satisfying the requirements and goals of this solicitation;
- d) How the Vendor's approach supports the Department's specific goals of the ITN;
- e) Any risks and challenges with the Department's goals;
- f) How the Vendor will ensure quality services while ensuring costs are contained;
- g) The Vendor's approach differentiators;
- h) The Vendor's transition approach; and
- i) 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 GPS electronic monitoring services.

In **TAB D**, for each of the six (6) 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 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. Include 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 GPS electronic monitoring services for FDC, 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) On-boarding of resources.
- b) Participating in knowledge transfer including a breakdown by service area.
- c) Work environment and technology set-up.
- d) Introduction to Department stakeholders.
- e) Takeover of GPS electronic monitoring services.
- f) Other required service operation transition services.

TAB F Additional ideas for improvement or cost reduction, and other supplemental materials - (limit 35 pages)

In **TAB F** of its reply to the ITN, the Vendor is invited to elaborate on additional ideas, pricing structures, or tools for service improvements that are not specifically addressed in **TABs B – E** 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. Additionally, Vendors are encouraged to submit alternate pricing structures and the potential cost reductions and benefits to the Department that each would bring; however, actual pricing should only be provided using Attachment I, Price Information Sheet. Cost points will be awarded based on Attachment I, as described in Section 4.10 of the ITN. The Department may request that Respondents submit alternate pricing during the Negotiation Phase. Respondent shall make sure to describe in detail all additional features, capabilities, or services that it will provide in the additional features section.

TAB G Completed Forms

Unless otherwise directed Vendors shall complete the following forms and submit them to the Department in **TAB G** of its response:

- FORM 1 VENDOR’S CONTACT INFORMATION**
- FORM 2 CERTIFICATION OF DRUG-FREE WORKPLACE PROGRAM**
- FORM 3 NOTICE OF CONFLICT OF INTEREST**

TAB H Attachment I – Price Information Sheet

Vendor shall complete and submit Attachment I – Price Information Sheet for the Contract’s initial term and renewal years, and include this form in **TAB H** of its Reply to the ITN. **TAB H** should be provided in a separate sealed envelope. The Price Information shall be submitted as an overall single capitation rate, per-Offender/Inmate, and per-day.

4.10 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 - 700 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) How relevant are the services described in the references to the services sought via the ITN?
- 2) How well do the references demonstrate the Vendor's experience in performing contracts of similar size and scope to the services sought?
- 3) How well do the references demonstrate the Vendor's ability to provide the requested services?
- 4) Are there any issues or concerns identified in the references regarding the 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) Has the Vendor demonstrated via the Reply that it has experience in performing contracts of similar size and scope for the services sought? This includes relevant experience specifically providing GPS active electronic monitoring services, and the competence to undertake a project of the size and magnitude outlined herein.
- 2) How well did the Vendor convey the ability to provide these services?
- 3) Does the Vendor have relevant correctional, law enforcement, or criminal justice contractual services experience?
- 4) 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) How well the proposed offering satisfies the following criteria:

- 1) Demonstrates Vendor's ability to effectively provide GPS electronic monitoring services at the operational levels required by this ITN.

- 2) Maximizes operational efficiencies and supports the Department's goals.
- b) How well 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) How well does the Vendor understand the goals to be achieved via this solicitation?

3. Service Area Detail Solution

Evaluation of Vendor's Service Area Detail Solution will be based upon information contained in **TAB D** of 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.

- **Global Positioning Satellite**
- **System User Interface**
- **Monitoring and Notification**
- **Equipment**
- **Contract Monitoring Center**
- **Reporting**

B. COST PROPOSAL EVALUATION SCORE (0 - 300 Points)

A total of three hundred (300) points may be awarded to a Vendor's Cost Proposal. The following formula will be applied to a Vendor's Cost Proposal to determine the Cost Proposal Score:

(Respondent Cost Points / Reply with Highest Cost Points) * 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>	
Base Term	200 points
Renewal Term	100 points
TOTAL	300 points

Respondent Cost Points: Cost points assigned based on the above weight, for a specific Vendor, as reflected in **Attachment I, Price Information Sheet** of its Reply. Cost points will be determined using the below formula:

The vendor submitting the lowest base term pricing will be awarded 200 points. All others Replies will receive points according to the following formula:

$$\frac{N}{(X)} \times 200 = Z$$

Where: N = lowest price received by any bidder
X = actual price received by bidder
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 price received by any bidder
X = actual price received by bidder
Z = awarded points

Max Cost Reply Points: Maximum points available for the Cost Reply (300 points)

Cost Reply Score: Evaluation points awarded to the Vendor's Cost Reply

C. REPLY EVALUATION SCORE

The Reply Evaluation Score is the sum of the Vendor's weighted Technical Reply Evaluation Score (0 – 700 points) and Cost Reply Score (0 – 300 points).

4.11 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%	35
Prior Work Experience	1-5	10%	70
Description of Solution	1-5	10%	70
Global Positioning Satellite Service Area Detail	1-5	15%	105
System User Interface Service Area Detail	1-5	15%	105
Monitoring and Notification Service Area Detail	1-5	15%	105
Equipment Service Area Detail	1-5	15%	105
Contract Monitoring Center Service Area Detail	1-5	10%	70
Reporting Service Area Detail	1-5	5%	35
TOTAL	700 (weighted)	100%	700

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	4

	requirements in some aspects for the specific criteria	
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 per Section 4.10. 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 (2) most highly ranked Vendors, but the Department reserves the right to negotiate with fewer Vendors, more than two (2) Vendors, 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.

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 4.9, 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 Vendor's articulation of its approach to provide the services.
2. The innovativeness of Vendor's approach to provide the services.
3. Vendor's articulation of its solution and the ability of the solution to meet the requirements of this ITN and provide additional innovations.
4. Vendor's demonstrated ability to effectively provide the services.
5. Vendor's experience in providing the services being procured and the skills of proposed staff relative to the proposed approach and offering.
6. Vendor's technical Reply and cost Reply as they relate to satisfying the primary goals of the GPS electronic monitoring 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 Proposal.

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. Then, 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 one Statewide Vendor 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.

4.12 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.

4.13 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.

4.14 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, Florida Statutes. 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.

4.15 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.

4.16 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.

4.17 Non-Mandatory Site Visit and Pre-Bid Conference

All interested Vendors, before submitting their Reply, may visit the following site to become familiar with conditions that may, in any manner, affect the work to be done as it pertains to Community Release Centers. **Attendance at the site visit is optional.** The Department has set a specific date for the site visit and will not allow visits for individual Vendors or visits at any other time. Interested parties must contact Rusty McLaughlin at DC.WorkRelease@fdc.myflorida.com at least five (5) business days prior to the site visit listed in the Timeline and furnish him 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 Visit will be limited to two representatives per organization.**

Site visit shall occur according to the following schedule and interested parties shall meet at the main gate for admittance to the facility. All Department security procedures shall apply. The site visit will also include a brief pre-solicitation meeting and afford Vendors the opportunity to ask questions.

Institution	Address	Date	Time
The Lake City Bridge Community Release Center	1099 N.W. Dot Gln Lake City, FL 32055-2564	August 10, 2017	10:00 a.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 visit is an opportunity to tour the Community Release Center and is vital to understanding the desired services sought by the Department. The Department will accept verbal questions during the site visit 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 4.3.** 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.

4.18 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.

4.19 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.

4.20 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 is 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 Pass/Fail Requirement Certification and Non-Collusion Certification, Attachment VI.

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.

4.21 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.

4.22 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.

4.23 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.

4.24 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.

4.25 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.

4.26 Scrutinized Companies

In accordance with Section 287.135, F.S., agencies are prohibited from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List which have been combined to one [PFIA List of Prohibited Companies](#) which is updated quarterly. This list is created pursuant to Section 215.473, F.S., which provides that false certification may subject company to civil penalties, attorney's fees, and/or costs.

4.27 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.

4.28 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 bids or 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 seventy-two (72) hours (Saturdays, Sundays and State holidays shall be excluded in the computation of the seventy-two (72) hour time period). Posting will be made available on the Florida Vendor Bid System at www.myflorida.com (follow link provided in the Timeline).

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 Transaction Fee

All payments made under the Contract will be assessed a transaction fee as provided in Section 14 of the PUR 1000. Please review this section for more information regarding the Transaction Fee.

5.4 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."

5.5 State Initiatives

5.5.1 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.

5.5.2 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.

5.6 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 bid submission, and the amount of the subcontract must be identified in the bid. 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 (7) 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 (7) working days will result in a penalty to be paid by the Vendor(s) to the subcontractor in the amount of one-half (½) 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.

5.7 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 Contract resulting from this ITN. 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 Contract resulting from this ITN, the Vendor shall furnish the Department's Contract Manager, or designee, 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.

5.8 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.

5.9 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.

5.10 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).

5.11 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.

5.12 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.

5.13 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.

5.14 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.

5.15 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.

5.16 Safety Standards

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act (OSHA) and any standards thereunder.

5.17 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.

5.18 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.

5.19 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 bids received in response hereto and shall govern any and all claims, and disputes which may arise between person(s) submitting a bid 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.

5.20 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.

5.21 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.

5.22 Contract Modifications

Unless otherwise stated in the resulting contract, modifications shall be valid only through execution of a formal contract amendment.

5.23 Contract Monitoring

The Department may utilize any or all of the following monitoring methodologies in monitoring the Contractor'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 Contractor's business location;
- Interviews with Contractor and/or Department staff;
- Conduct site visits;
- Conduct quarterly and annual audits.

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 Contractor'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 Contractor'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 Department Contract Manager's file and the official Contract file. The Contractor 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 Department's Contract Manager or designee.

The Department's Contract Monitor or designee will provide a written monitoring report to the Contractor within three (3) weeks of a monitoring visit. Non-compliance issues identified by the Department's Contract Manager or designee will be identified in detail to provide opportunity for correction where feasible.

Within ten (10) days of receipt of the Department's written monitoring report (which may be transmitted by email), the Contractor shall provide a formal Corrective Action Plan (CAP) to the Department's Contract Manager, or designee (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 Contractor. CAPs that do not contain all information required shall be rejected by the Department in writing (e-mail acceptable). The Contractor shall have five (5) 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 Department 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.

5.24 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.

5.25 Financial Consequences

By executing any Contract that results from this ITN, the Contractor 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, or designee, will provide written notice to the Contractor's Representative of all financial consequences assessed, accompanied by detail sufficient for justification of assessment. Within ten (10) days of receipt of a written notice of the assessment of financial consequences, the Contractor shall forward payment to the Department Contract Manager, or designee. Payment shall be for the appropriate amount, be made payable to the Department. As an alternative, the Contractor 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.

5.26 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.

5.27 Termination

5.27.1 Termination at Will

Any Contract resulting from this ITN may be terminated by the Department upon no less than thirty (30) calendar days' notice and by the Vendor upon no less than one-hundred and eighty (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.

5.27.2 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.

5.27.3 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.

5.27.4 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.

5.28 Retention of Records

The Vendor(s) agrees to retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertaining to the Contract resulting from this solicitation for a period of seven (7) years. The Vendor(s) shall maintain complete and accurate record-keeping, and documentation as required by the Department and the terms of the Contract resulting from this solicitation. All invoices and documentation must be clear, and legible for audit purposes. Copies of all records and documents shall be made available for the Department upon request, or no more than forty-eight (48) hours upon request if stored at a different site location than the address listed on the Acknowledgement Form. 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 Vendor(s) for a period of seven (7) years following termination of the Contract, or, if an audit has been initiated, and audit findings have not been resolved at the end of seven (7) years, the records shall be retained until resolution of the audit findings. The Vendor(s) shall cooperate with the Department to facilitate the duplication, and transfer of any said records or documents during the required retention period. The Vendor(s) shall advise the Department of the location of all records pertaining to the Contract resulting from this solicitation, and shall notify the Department by certified mail within ten (10) days if/when the records are moved to a new location.

5.29 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.

5.30 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.

5.31 Cooperative Purchasing

Pursuant to their own governing laws, and subject to the agreement of the Contractor, 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.

5.32 Performance Guarantee

The Contractor shall furnish the Department with a Performance Guarantee in the amount of two million dollars (\$2,000,000.00), 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 Department Contract Manager, or designee, within 30 days after execution of the Contract which may result from this ITN. No payments shall be made to the Contractor until the guarantee is in place and approved by the Department in writing. Upon renewal of the Contract, the Contractor shall provide proof that the performance guarantee has been renewed for the term of the Contract renewal.

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

5.33 Health Insurance Portability and Accountability Act

The Contractor shall comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (42 U. S. C. 1320d-8) and all applicable regulations promulgated thereunder. Agreement to comply with HIPAA is evidenced by the Contractor's execution of the Contract resulting from this ITN, which includes and incorporates Attachment XII, Business Associate Agreement, as part of this Contract.

In addition to complying with HIPAA requirements, the Contractor shall not disclose any information concerning inmates, specifically concerning inmate transfers/referrals, to parties outside the Department.

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**ATTACHMENT I - PRICE INFORMATION SHEET
FDC ITN-18-010**

The Vendor shall submit a single per diem unit price per daily service unit for active GPS electronic monitoring services with the price inclusive of all equipment, and related services as defined in this ITN for both Inmates and Offenders. The per diem unit price shall only apply to units in use (assigned to an Offender or Inmate) per day. The Vendor shall also submit an add-on single per diem unit price per daily service unit for the On-Site Contracted Staff that are required for GPS electronic monitoring services for Inmates.

For active GPS electronic monitoring services (Column 1) enter a Per Diem Unit Price (daily service unit price) in Column 2.

Multiply the Per Diem Unit Price (Column 2) by the Estimated Quantity (Column 3) to determine a Total Price.

The estimated quantity in (Column 3) is provided for bidding purposes only. The Department makes no commitment to purchase the quantity indicated.

INITIAL TERM (YEARS 1-5)

Column 1	Column 2		Column 3		Column 4
Type of Monitoring	Per Diem Unit Price Bid (Daily Service Unit Price)		Estimated Quantity		Total Price
ACTIVE GPS	\$ _____	X	8,400	=	\$ _____
Add-on Single Capitation Rate Per-Inmate, Per Day (Unit Price) for On-Site Contracted Staff (Section 3.12.1)	\$ _____		1,480		\$ _____

RENEWAL TERM (YEARS 6-10)

Column 1	Column 2		Column 3		Column 4
Type of Monitoring	Per Diem Unit Price Bid (Daily Service Unit Price)		Estimated Quantity		Total Price
ACTIVE GPS	\$ _____	X	8,400	=	\$ _____
Add-on Single Capitation Rate Per-Inmate, Per Day (Unit Price) for On-Site Contracted Staff (Section 3.12.1)	\$ _____		1,480		\$ _____

All calculations will be verified for accuracy by the Office of the Chief Financial Officer, Bureau of Procurement staff assigned by the Department.

VENDOR NAME

PRINTED NAME OF AUTHORIZED REPRESENTATIVE

FEIN #

SIGNATURE OF AUTHORIZED REPRESENTATIVE

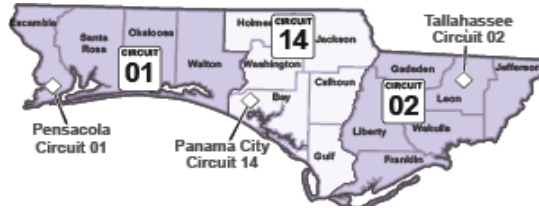
DATE

**ATTACHMENT II - OFFENDERS AND INMATES ASSIGNED TO ACTIVE GPS MONITORING
FDC ITN-18-010**

Community Corrections Offenders on GPS by Circuit Location
as of April 30, 2017

Region 1

Circuit 1 Pensacola	181
Circuit 2 Tallahassee	152
Circuit 14 Panama City	127



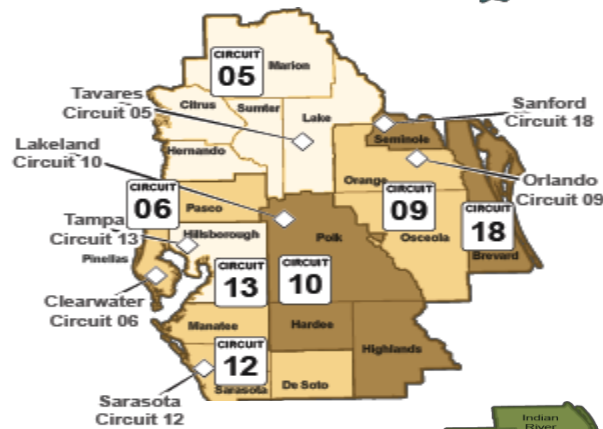
Region 2

Circuit 3 Lake City	120
Circuit 4 Jacksonville	416
Circuit 7 Daytona	231
Circuit 8 Gainesville	128



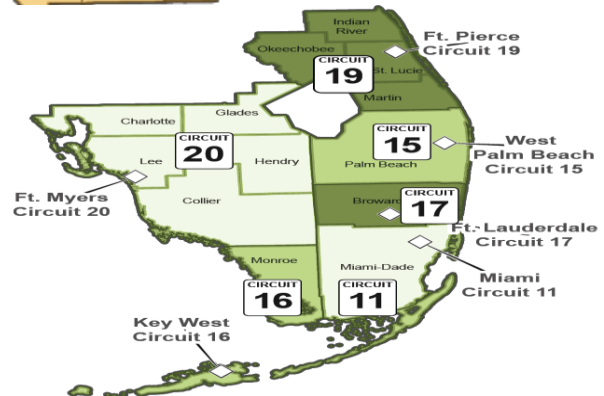
Region 3

Circuit 5 Tavares	312
Circuit 6 Clearwater	274
Circuit 9 Orlando	462
Circuit 10 Lakeland	337
Circuit 12 Sarasota	129
Circuit 13 Tampa	293
Circuit 18 Sanford	203



Region 4

Circuit 11 Miami	595
Circuit 15 Palm Beach	226
Circuit 16 Key West	12
Circuit 17 Broward	309
Circuit 19 Ft. Pierce	115
Circuit 20 Ft. Myers	245



Statewide Total: 4767

Florida Department of Corrections
Inmates Assigned to Active GPS Monitoring at Community Release Centers
as of 4/30/17

Department Operated Community Release Center

Region 1 Panama City Community Release Center – 71
Region 3 Kissimmee Community Release Center – 156
St. Petersburg Community Release Center – 150
Region 4 Ft. Pierce Community Release Center – 84
Miami North Community Release Center – 186

Vendor Operated Community Release Centers

Region 1 Shisa Corporation – Shisa West – 32 (Tallahassee, Florida)
Region 2 Bridges of America – The Lake City Bridge, Inc. - 156
Bridges of America – The Jacksonville Bridge, Inc. – 140
Bridges of America – The Santa Fe Bridge, Inc. – 156 (Gainesville, Florida)
The Transition House – Dinsmore – 150 (Jacksonville, Florida)
Stewart-Marchman - Act Behavioral Healthcare – 28 (Daytona Beach, Florida)
Stewart-Marchman - Act Behavioral Healthcare – 84 (Daytona Beach, Florida)
Region 3 Bridges of America – The Cocoa Bridge, Inc. - 84
Bridges of America - The Orlando Bridge, Inc. - 152
Bridges of America – The Orlando Bridge, Inc. – 136
Bridges of America – The Bradenton Bridge, Inc. - 36
The Transition House – Kissimmee - 65
The Transition House – Tarpon Springs - 84
The Transition House – Bartow – 79
Goodwill Industries – Suncoast, Inc. – 100 (St. Petersburg, Florida)
Time for Freedom, Inc. – 100 (Ocala, Florida)
Region 4 Bridges of America – The Turning Point Bridge, Inc. – 38 (Pompano Beach, Florida)

Total for Department Operated Centers - 647

Total for Vendor Operated Centers – 1,685

Statewide Total – 2,332

Note: The location for the community release center is listed if not identified in the name of the center

**ATTACHMENT III – NONDISCLOSURE AGREEMENT FOR RESTRICTED INFORMATION
FDC ITN-18-010**

In connection with FDC ITN-18-010, entitled “Global Positioning Satellite (GPS) Electronic Monitoring 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 FDC ITN-18-010, 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 DC, 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.

Acknowledged and agreed on _____, 2017

By: _____
(Signature)

Name: _____

Company Name: _____

Title: _____

Florida Department of Corrections (DC)

By: _____
(Signature)

Name: _____

Title: _____

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**ATTACHMENT IV – SYSTEM GENERATED REPORTS
FDC ITN-18-010**

System Generated Reports

**Equipment Report
Offender Alarm Report
Offender Report
Circuit Alarm Report
Alarm Notification Report
Summary Totals
Monthly Usage Report**

Equipment Report													
FL DOC, Circuit													
Equipment Status: Spare and Assigned													
Equipment Types:													
Leased													
Customer	Offender	Supervision Level	Officer	D C Number	Custom ID Label	Device	MTD	Bracelet	Base Unit	Status	L/P		
		Spare MTD Active	Assigned Bracelet	Spare Bracelet	Assigned MTD Base Unit	Assigned RF Base Unit	Spare Base Units	Active WMTD	Passive WMTD	Spare WMTD	Pager		
Grand Totals		0	0	0	0	0	0	0	0	0	0		

Offender Alarm Report

Officer:

Offender:

D C Number:

Custom ID Label:

Device ID: 0

Rule/Schedule

Bracelet ID: 0

End Time

Base Unit ID: 0

Duration (hr:min:sec)

Start Time

- NO -

- VIOLATIONS -

Offender Report

FL DOC, Circuit

Supervision Level: Active

Assigned Offenders

Totals

FL DOC, Circuit

Circuit - FL DOC

Grand Total

Customer	Offender	Device / Bracelet / Base-Chg	Enroll Date	D C Number	Custom ID Label	Address	Phone / Cell	Level	Time Zone	Daylight Savings
						FL DOC, Circuit				
						Circuit - FL DOC				
						Grand Total				

Circuit Alarm Report					
August 2010					
Circuit	Rule	No. of Alarms	Total	Percent	Total Alarms Per Offender
Circuit	Inclusion Zone				
	Exclusion Zone				
	Curfew				
	Bracelet Gone				
	Bracelet Strap				
	Bracelet Battery				
	Motion No GPS				
	UTC				
	MTD Battery				
	MTD Tamper				
	Base Unit Tamper				
	Caller ID Violation				
	Phone Line Disconnect				
	AC Power Disconnect				
	Base Unit Battery				
Offenders:	Sub-Totals				

Alarm Notification Report

Circuit	Average Number of Offenders	Mon-Fri 8-5	Notifications Per Offenders	After Hours	Notifications Per Offenders	Weekends	Notifications Per Offenders	Total	Average per Month per Offender
Clearwater, Circuit 06									
Daytona, Circuit 07									
Ft. Lauderdale 17									
Ft. Myers, Circuit 20									
Ft. Pierce, Circuit 19									
Gainesville, Circuit 08									
Jacksonville, Circuit 04									
Key West, Circuit 16									
Lake City, Circuit 03									
Lakeland, Circuit 10									
Miami, Circuit 11									
Orlando, Circuit 9									
Panama City, Circuit 14									
Pensacola, Circuit 01									
Sanford, Circuit 18									
Sarasota, Circuit 12									
Tallahassee, Circuit 02									
Tampa, Circuit 13									
Tavares, Circuit 05									
W. Palm Beach, Circuit 15									
Totals:									

Summary Totals

August 2010

Circuit	Rule	Business Hours	After Hours	Weekends	Total	Percent	Total Notifications Per Offender
Clearwater, Circuit 06	AC Power Disconnect						
	Bracelet Battery						
	Bracelet Gone						
	Bracelet Strap						
	Base Unit Tamper						
	Base Unit Battery						
	Base Unit UTC						
	Caller ID Violation						
	Curfew						
	UTC						
	Exclusion Zone						
	Inclusion Zone						
	Motion No GPS						
	MTD Battery						
	MTD Tamper						
	Phone Line Disconnect						
Offenders:	Sub-Totals						

Monthly Usage Report (Sample Circuit)				
Florida Department of Corrections				
Service Type: Active GPS				
Date Range: 8/1/2010 - 8/31/2010				
Customer	Offender	D C Number	Custom ID Label	Days Assigned to System
FL DOC, Key West, Circuit 16				31
FL DOC, Key West, Circuit 16				31
FL DOC, Key West, Circuit 16				31
FL DOC, Key West, Circuit 16				18
FL DOC, Key West, Circuit 16				1
FL DOC, Key West, Circuit 16				31
	Sub Total			143

**ATTACHMENT V – REPLY BOND FORM
FDC ITN-18-010**

REPLY BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned [Insert name of Principal] as Principal and [Insert name of Surety] as Sureties, are hereby held and firmly bound unto Florida Department of Corrections, 501 South Calhoun Street, Tallahassee, FL 32399-2500 as Obligee in the penal sum of the dollar amount [Insert Dollar Amount of the Bond here] provided for in the [Insert specific ID# and Title of Solicitation], to which the Principal has submitted a Reply to the Obligee on [Insert Date of Receipt of Submission].

For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this [Insert Day] day of [Insert Month], [Insert Year].

[Insert name of Principal]

By:

[Insert name of Authorized Representative of Principal]
[Insert Title of Authorized Representative of Principal]

[Insert name of Surety]

By:

[Insert name of Authorized Representative of Surety]
[Insert Title of Authorized Representative of Surety]

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named Principal has submitted a Reply for [Insert specific ID# and Title of Solicitation].

Now, therefore, if the Reply submitted by the Principal is withdrawn by the Principal within five days of the Obligee's receipt of the Reply then this obligation shall be null and void, otherwise to remain in full force and effect; if the Obligee accepts the bid of the Principal and the Principal within ten days after the awarding of the contract enters into a proper contract in accordance with the Principal's Reply, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of the said contract or in or to the plans or specifications therefor shall in any wise affect the obligations of said surety on its bond.

**ATTACHMENT VI – PASS/FAIL REQUIREMENT CERTIFICATION
AND NON-COLLUSION CERTIFICATION
FDC ITN-18-010**

1. Business/Corporate Experience

This is to certify that the Vendor has at least five (5) years of business/corporate experience with appropriately experienced management and at least three (3) years of business/corporate experience, within the last five (5) years, in the provision of GPS electronic monitoring services providing 2,500 or more active GPS electronic monitoring devices within a single contract to correctional, criminal justice or law enforcement agencies located within the United States. To ensure the bidding entity is qualified to serve Inmate and Offender populations, the Vendor(s), whether responding independently, as a partnership, as a joint venture, or with a response that proposes utilization of subcontractor(s), must collectively have at least five (5) total years of business/corporate experience with appropriately experienced management and at least three (3) total years of business/corporate experience within the last five (5) years, providing 2,500 or more active GPS electronic monitoring devices within a single contract to correctional, criminal justice or law enforcement agencies located within the United States.

2. Prime Vendor

This is to certify that the Vendor will act as the prime Contractor 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 Respondent will deliver to the Department a performance bond or irrevocable letter of credit in the amount equal to the lesser of \$2,000,000.00 or the average annual price of the Contract (averaged from the initial five (5) 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).

4. Reply Bond

This is to certify that the Respondent will deliver to the Department a Reply bond or check in the amount of \$325,000. The check/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 Respondent'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. MyFloridaMarketPlace Registration and Transaction Fee

Respondent is registered, or will agree to register, in MFMP before execution of the prospective Contract. SEE PUR 1000, SECTION 14. The 1% transaction applies to this Contract and is detailed in PUR 1000.

7. 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.

8. 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.

9. 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 _____ 2017.

Name of Organization: _____

Signed by: _____

Print _____

Being duly sworn deposes and says that the information herein is true and sufficiently complete so

Subscribed and sworn _____ day of _____ 2017.

Personally _____ OR Produced _____ Type of Identification _____

Notary Public: _____

My Commission Expires: _____

**ATTACHMENT VII – VENDOR’S REFERENCE FORM
FDC ITN-18-010**

In the spaces provided below, the Vendor shall list all names under which it has operated during the past five (5) years.

On the following pages, the Vendor shall provide the information indicated for three (3) separate and verifiable references. The references listed must be for businesses or government agencies for whom the Vendor 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 (1) organization and confidential references shall not be included. In the event the Vendor has had a name change since the time work was performed for a listed reference, the name under which the Vendor operated at that time must be provided in the space provided for Vendor’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 January 1, 2017. References shall not be given by:

- Persons employed by the Department within the past three (3) 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 Department will attempt to contact the three (3) references provided by the Vendor 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 (3).

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.

Vendor's Reference Form

Reference #1

Vendor'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:

Vendor's Reference Form

Reference #2

Vendor'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:

Vendor's Reference Form

Reference #3

Vendor'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:

EVALUATION QUESTIONNAIRE FOR REFERENCES

Vendor'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.

	Score
1. Briefly describe the services the vendor performed for your organization:	N/A
2. How would you rate the contract implementation with this vendor? Excellent = 8, Good = 6, Acceptable = 4, Fair = 2, Poor = 0	
3. Did the vendor consistently meet all of its performance/milestone deadlines? Yes = 4, No = 0	
4. Did the vendor submit reports and invoices that were timely and accurate? Yes = 4, No = 0	
5. Did you impose sanctions, penalties, liquidated damages, or financial consequences on the vendor during the last 12 months? Yes = 0, No = 4	
6. How would you rate the vendor's key staff and their ability to work with your organization? Excellent = 8, Good = 6, Acceptable = 4, Fair = 2, Poor = 0	
7. Did you ever request dismissal of any key staff? Yes = 0, No = 4	
8. Did the vendor's project/contract manager effectively manage the contract? Yes = 4, No = 0	
9. How would you rate the vendor's customer service? Excellent = 8, Good = 6, Acceptable = 4, Fair = 2, Poor = 0	
10. Was the vendor's staff knowledgeable about the contract requirements and scope of services? Yes = 4, No = 0	
11. Did the vendor work cooperatively with the organization during the course of the contract? Yes = 4, No = 0	
12. Would you contract with this vendor again? Yes = 8, No = 0	
Total Score:	

Reference Verified by:

Name (printed)

Title

Signature

Date

ATTACHMENT VIII – VENDOR’S CONTACT INFORMATION
FDC ITN-18-010

The Vendor shall identify the contact information as described below.

For solicitation purposes, the Vendor’s contact person shall be:

For contractual purposes, should the Vendor be awarded, the contact person shall be:

Name:	_____	_____
Title:	_____	_____
Address:	_____	_____
	_____	_____
Telephone:	_____	_____
Fax:	_____	_____
Email:	_____	_____

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ATTACHMENT IX – CERTIFICATION OF DRUG FREE WORKPLACE PROGRAM
FDC ITN-18-010

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 X - NOTICE OF CONFLICT OF INTEREST
FDC ITN-18-010**

Organization Responding to Solicitation: _____

Solicitation Number: FDC ITN-18-010

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:

Note: This does not include positions located at individual FDC institutions that were filled by previous employees of the Department and were impacted by privatization of health services functions.

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 XI – SUBCONTRACTING FORM
FDC ITN-18-010

The Vendor shall complete the information below on all subcontractors that will be providing services to the Vendor to meet the requirements of the resultant Contract, should the Vendor be awarded. Submission of this form does not indicate the Department’s approval of such subcontractor(s), but provides the Department with information on proposed subcontractors for review.

Complete a separate sheet for each subcontractor.

Service: _____

Company Name: _____

FEIN: _____

Contact: _____

Address: _____

Telephone: _____

Email address: _____

Current Registered as Certified Minority Business Enterprise (CMBE), Women-Owned Business (WBE), or Florida Veteran-Owned Business? Yes _____ No _____

W-9 verification: Yes _____ No _____

In a job description format, identify the responsibilities and duties of the subcontractor based on the technical specifications or scope of services outlined in this solicitation.

**ATTACHMENT XII – BUSINESS ASSOCIATE AGREEMENT FOR HIPAA
FDC ITN-18-010**

This Business Associate Agreement supplements and is made a part of this Agreement between the Florida Department of Corrections ("Department") and [Insert Contractor Name] ("Contractor"), (individually, a "Party" and collectively referred to as "Parties").

Whereas, the Department creates or maintains, or has authorized the Contractor to receive, create, or maintain certain Protected Health Information ("PHI,") as that term is defined in 45 C.F.R. §164.501 and that is subject to protection under the Health Insurance Portability and Accountability Act of 1996, as amended. ("HIPAA");

Whereas, the Department is a "Covered Entity" as that term is defined in the HIPAA implementing regulations, 45 C.F.R. Part 160 and Part 164, Subparts A, C, and E, the Standards for Privacy of Individually Identifiable Health Information ("Privacy Rule") and the Security Standards for the Protection of Electronic Protected Health Information ("Security Rule");

Whereas, the Contractor may have access to Protected Health Information in fulfilling its responsibilities under its Contract with the Department;

Whereas, the Contractor is considered to be a "Business Associate" of a Covered Entity as defined in the Privacy Rule;

Whereas, pursuant to the Privacy Rule, all Business Associates of Covered Entities must agree in writing to certain mandatory provisions regarding the use and disclosure of PHI; and

Whereas, the purpose of this Agreement is to comply with the requirements of the Privacy Rule, including, but not limited to, the Business Associate Contract requirements of 45 C.F.R. §164.504(e).

Whereas, in regards to Electronic Protected Health Information as defined in 45 C.F.R. § 160.103, the purpose of this Agreement is to comply with the requirements of the Security Rule, including, but not limited to, the Business Associate Contract requirements of 45 C.F.R. §164.314(a).

Now, therefore, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. **Definitions**

Unless otherwise provided in this Agreement, any and all capitalized terms have the same meanings as set forth in the HIPAA Privacy Rule, HIPAA Security Rule or the HITECH Act. Contractor acknowledges and agrees that all Protected Health Information that is created or received by the Department and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by the Department or its operating units to Contractor or is created or received by Contractor on the Department's behalf shall be subject to this Agreement.

2. **Confidentiality Requirements**

- A. Contractor agrees to use and disclose Protected Health Information that is disclosed to it by the Department solely for meeting its obligations under its agreements with the Department, in accordance with the terms of this agreement, the Department's established policies rules, procedures and requirements, or as required by law, rule or regulation.
- B. In addition to any other uses and/or disclosures permitted or authorized by this Agreement or required by law, Contractor may use and disclose Protected Health Information as follows:
- (1) if necessary for the proper management and administration of the Contractor and to carry out the legal responsibilities of the Contractor, provided that any such disclosure is required by law or that Contractor obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Contractor of any instances of which it is aware in which the confidentiality of the information has been breached;
 - (2) for data aggregation services, only if to be provided by Contractor for the health care operations of the Department pursuant to any and all agreements between the Parties. For purposes of this Agreement, data aggregation services means the combining of protected health information by Contractor with the protected health information received by Contractor in its capacity as a Contractor of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.
 - (3) Contractor may use and disclose protected health information that Contractor obtains or creates only if such disclosure is in compliance with every applicable requirement of Section 164.504(e) of the Privacy relating to Contractor contracts. The additional requirements of Subtitle D of the HITECH Act that relate to privacy and that are made applicable to the Department as a covered entity shall also be applicable to Contractor and are incorporated herein by reference.
- C. Contractor will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Agreement. Further, Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the Department. The Secretary of Health and Human Services and the Department shall have the right to audit Contractor's records and practices related to use and disclosure of Protected Health Information to ensure the Department's compliance with the terms of the HIPAA Privacy Rule and/or the HIPAA Security Rule.

Further, Sections 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards), and 164.316 (policies and procedures and documentation requirements) of the Security Rule shall apply to the Contractor in the same manner that

such sections apply to the Department as a covered entity. The additional requirements of the HITECH Act that relate to security and that are made applicable to covered entities shall be applicable to Contractor and are hereby incorporated by reference into this BA Agreement.

- D. Contractor shall report to Department any use or disclosure of Protected Health Information, which is not in compliance with the terms of this Agreement as well as any Security incident of which it becomes aware. Contractor agrees to notify the Department, and include a copy of any complaint related to use, disclosure, or requests of Protected Health Information that the Contractor receives directly and use best efforts to assist the Department in investigating and resolving such complaints. In addition, Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Protected Health Information by Contractor in violation of the requirements of this Agreement.

Such report shall notify the Department of:

- 1) any Use or Disclosure of protected health information (including Security Incidents) not permitted by this Agreement or in writing by the Department;
- 2) any Security Incident;
- 3) any Breach, as defined by the HITECH Act; or
- 4) any other breach of a security system, or like system, as may be defined under applicable State law (Collectively a "Breach").

Contractor will without unreasonable delay, but no later than seventy-two (72) hours after discovery of a Breach, send the above report to the Department.

Such report shall identify each individual whose protected health information has been, or is reasonably believed to have been, accessed, acquired, or disclosed during any Breach pursuant to 42 U.S.C.A. § 17932(b). Such report will:

- 1) Identify the nature of the non-permitted or prohibited access, use, or disclosure, including the nature of the Breach and the date of discovery of the Breach.
- 2) Identify the protected health information accessed, used or disclosed, and provide an exact copy or replication of that protected health information.
- 3) Identify who or what caused the Breach and who accessed, used, or received the protected health information.
- 4) Identify what has been or will be done to mitigate the effects of the Breach; and
- 5) Provide any other information, including further written reports, as the Department may request.

- E. In accordance with Section 164.504(e)(1)(ii) of the Privacy Rule, each party agrees that if it knows of a pattern of activity or practice of the other party that constitutes a material breach of or violation of the other party's obligations under the BA Agreement, the non-breaching party will take reasonable steps to cure the breach or end the violation, and if such steps are unsuccessful, terminate the Contract or arrangement if feasible. If termination is not feasible, the party will report the problem to the Secretary of Health and Human Services (federal government).
- F. Contractor will ensure that its agents, including a subcontractor, to whom it provides Protected Health Information received from, or created by Contractor on behalf of the Department, agree to the same restrictions and conditions that apply to Contractor, and apply reasonable and appropriate safeguards to protect such information. Contractor agrees to designate an appropriate individual (by title or name) to ensure the obligations of this agreement are met and to respond to issues and requests related to Protected Health Information. In addition, Contractor agrees to take other reasonable steps to ensure that its employees' actions or omissions do not cause Contractor to breach the terms of this Agreement.
- G. Contractor shall secure all protected health information by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute and is consistent with guidance issued by the Secretary of Health and Human Services specifying the technologies and methodologies that render protected health information unusable, unreadable, or indecipherable to unauthorized individuals, including the use of standards developed under Section 3002(b)(2)(B)(vi) of the Public Health Service Act, pursuant to the HITECH Act, 42 U.S.C.A. § 300jj-11, unless the Department agrees in writing that this requirement is infeasible with respect to particular data. These security and protection standards shall also apply to any of Contractor's agents and subContractors.
- H. Contractor agrees to make available Protected Health Information so that the Department may comply with individual rights to access in accordance with Section 164.524 of the HIPAA Privacy Rule. Contractor agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Privacy Rule. In addition, Contractor agrees to record disclosures and such other information necessary, and make such information available, for purposes of the Department providing an accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy Rule.
- I. The Contractor agrees, when requesting Protected Health Information to fulfill its contractual obligations or on the Department's behalf, and when using and disclosing Protected Health Information as permitted in this Contract, that the Contractor will request, use, or disclose only the minimum necessary in order to accomplish the intended purpose.

3. **Obligations of Department**

- A. The Department will make available to the Business Associate the notice of privacy practices (applicable to inmates under supervision, not to inmates) that the Department produces in accordance with 45 CFR 164.520, as well as any material changes to such notice.
- B. The Department shall provide Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.
- C. The Department shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that impacts the business associate's use or disclosure and that the Department has agreed to in accordance with 45 CFR 164.522 and the HITECH Act.

4. **Termination**

- A. **Termination for Breach** - The Department may terminate this Agreement if the Department determines that Contractor has breached a material term of this Agreement. Alternatively, the Department may choose to provide Contractor with notice of the existence of an alleged material breach and afford Contractor an opportunity to cure the alleged material breach. In the event Contractor fails to cure the breach to the satisfaction of the Department, the Department may immediately thereafter terminate this Agreement.
- B. **Automatic Termination** - This Agreement will automatically terminate upon the termination or expiration of the original Contract between the Department and the Contractor.
- C. **Effect of Termination**
 - (1) Termination of this agreement will result in termination of the associated Contract between the Department and the Contractor.
 - (2) Upon termination of this Agreement or the contract, Contractor will return or destroy all PHI received from the Department or created or received by Contractor on behalf of the Department that Contractor still maintains and retain no copies of such PHI; provided that if such return or destruction is not feasible, Contractor will extend the protections of this Agreement to the PHI and limit further uses and disclosure to those purposes that make the return or destruction of the information infeasible.

5. **Amendment** - Both parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary to comply with the requirements of the Privacy Rule, the HIPAA Security Rule, and the HITECH Act.

6. **Interpretation** - Any ambiguity in this Agreement shall be resolved to permit the Department to comply with the HIPAA Privacy Rule and/or the HIPAA Security Rule.

7. **Indemnification** – The Contractor shall be liable for and agrees to be liable for, and shall indemnify, defend, and hold harmless the Department, its employees, agents, officers, and assigns from any and all claims, suits, judgments, or damages including court costs and attorneys’ fees arising out or in connection with any non-permitted or prohibited Use or Disclosure of PHI or other breach of this Agreement, whether intentional, negligent or by omission, by Contractor, or any sub-Contractor of Contractor, or agent, person or entity under the control or direction of Contractor. This indemnification by Contractor includes any claims brought under Title 42 USC §1983, the Civil Rights Act.

Miscellaneous - Parties to this Agreement do not intend to create any rights in any third parties. The obligations of Contractor under this Section shall survive the expiration, termination, or cancellation of this Agreement, or any and all other contracts between the parties, and shall continue to bind Contractor, its agents, employees, Contractors, successors, and assigns as set forth herein for any PHI that is not returned to the Department or destroyed.