



FLORIDA DEPARTMENT OF CORRECTIONS
INVITATION TO NEGOTIATE
CONTRACTUAL SERVICES

Page 1 of 88 pages

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AGENCY RELEASE DATE:

April 15, 2013

SOLICITATION TITLE:

STATEWIDE INMATE TELEPHONE SERVICES

SOLICITATION NO:

12-DC-8396

RESPONSES WILL BE OPENED:

May 21, 2013 @ 2:00 p.m., E.T.

and may not be withdrawn within 365 days after such date and time.

RESPONDENT NAME:

RESPONDENT MAILING ADDRESS:

CITY – STATE – ZIP:

PHONE NUMBER:

FREE NUMBER:

FAX NUMBER:

EMAIL ADDRESS:

FEID NO.:

 *AUTHORIZED SIGNATURE (MANUAL)

 *AUTHORIZED SIGNATURE (TYPED), TITLE

* This individual must have the authority to bind the respondent.

I certify that this Response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same services (including equipment and supplies), and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this ITN and certify that I am authorized to sign this Response Submittal for the Respondent/Contractor and that the Response is in compliance with all requirements of the Invitation to Negotiate, including but not limited to, certification requirements and mandatory attestations. In submitting a Bid to an agency for the State of Florida, the Vendor offers and agrees that if the Bid is accepted, the Vendor will convey, sell, assign or transfer to the State of Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular services purchased or acquired by the State of Florida. At the State's discretion, such assignment shall be made and become effective at the time the Department tenders final payment to the Respondent/Contractor.

NO BID SUBMITTED: Please provide reason for "No Bid" in this Space

RESPONDENT CONTACTS: Please provide the name, title, address, telephone number and e-mail address of the official contact and an alternate, if available. These individuals shall be available to be contacted by telephone regarding the solicitation.

PRIMARY CONTACT:

NAME, TITLE:

ADDRESS:

PHONE NUMBER:

FAX NUMBER:

EMAIL ADDRESS:

SECONDARY CONTACT:

NAME, TITLE:

ADDRESS:

PHONE NUMBER:

FAX NUMBER:

EMAIL ADDRESS:

"The State of Florida's general contract conditions, Form PUR 1000 (10/06), and the General Instructions to Respondents, Form PUR 1001 (10/06), as required by Rule 60A, F.A.C. are each hereby incorporated as Exhibits to this ITN... Any terms and conditions set forth within this ITN document shall supersede any and all conflicting terms and conditions set forth within Form PUR 1000 and Form PUR 1001.

State of Florida

Department of Corrections



INVITATION TO NEGOTIATE (ITN)

FOR

STATEWIDE INMATE TELEPHONE SERVICES

ITN #12-DC-8396

DMS CLASS & GROUP

**#991-810, #991-805, #973-800, #977-640
#730-030, #730-310, #730-650, #730-900, #730-950**

RELEASED ON

**BY THE
DEPARTMENT OF CORRECTIONS
BUREAU OF PROCUREMENT AND SUPPLY
501 SOUTH CALHOUN STREET
TALLAHASSEE, FLORIDA 32399**

TABLE OF CONTENTS

SECTION 1 - DEFINITIONS.....	5
SECTION 2 – INTRODUCTION.....	8
2.1 Background.....	8
2.2 Overview and Statement of Need/Services Sought.....	8
2.3 Statement of Purpose.....	9
2.4 ITN Process.....	9
2.5 Initial Cost Response.....	10
2.6 Revenue to be Paid the Department.....	10
2.7 Start-up and Service Implementation.....	10
2.8 Contract Term.....	10
SECTION 3 - STATEMENT OF SERVICES SOUGHT.....	11
3.1. General Description of Services Sought.....	11
3.2. Regulatory Requirements.....	11
3.3. Facilities to be Provided Services/Additions and Deletions.....	12
3.4. Facility Implementation Plan and Transition of Service.....	12
3.5. Installation Requirements.....	13
3.6. Inmate Telephone System Functionality (General).....	14
3.7. Other Inmate Telephone Service Requirements.....	23
3.8. Telephone Service Equipment Requirements.....	28
3.9. Bi-Annual Audit.....	33
3.10. Reporting Requirements.....	33
3.11. Contractor Staff Requirements.....	35
3.12. Training, Training Materials, Instructional Brochures.....	38
3.13. Performance Measures.....	38
3.14. Monitoring Methodology.....	40
3.15. Liquidated Damages.....	41
3.16. Deliverables.....	41
SECTION 4 – PROCUREMENT RULES AND INFORMATION.....	42
4.1 Procurement Manager.....	42
4.2 Timeline.....	42
4.3 Procurement Rules.....	43
4.4. Posting of Notice of Agency Decision.....	47
4.5 Filing of Notices of Intent to Protest or Formal Protests.....	47
SECTION 5 – RESPONSE SUBMISSION REQUIREMENTS.....	49
5.1 Tab 1 - Mandatory Responsiveness Requirements/Fatal Criteria.....	49
5.2 Tab 2 - Statement of Qualifications.....	49
5.3 Tab 3 - Technical Response.....	51
5.4 Tab 4 – Managed Access Solution.....	51
5.5 Tab 5 – Respondent’s Financial Documentation.....	51
5.6 Tab 6 - Business/Corporate References.....	53
5.7 Tab 7 - Contact for Contract Administration.....	53
5.8 Tab 8 - Addendum Acknowledgment Form.....	53
5.9 Tab 9 - Minority/Veteran Business Enterprise Certification.....	53
5.10 Tab 10 - Initial Cost Sheets.....	53
SECTION 6 – REVIEW, EVALUATION AND NEGOTIATION PROCESS.....	54
6.1 Review and Evaluation Process.....	55
6.2 Phase 8 – Negotiations.....	57
6.3 Phase 9 – Best and Final Offers (BAFOs).....	57
6.4 Phase 10 - Notice of Intended Decision.....	57

SECTION 7 – CONTRACT TERMS AND CONDITIONS	58
7.1 Contract Document.....	58
7.2 Termination	58
7.3 Payments and Invoices	58
7.4 Expenses	60
7.5 Contract Modifications.....	60
7.6 Communications.....	61
7.7 Contract Management	61
7.8 Annual Appropriation.....	62
7.9 Vendor Ombudsman.....	62
7.10 Records	62
7.11 State Objectives	63
7.12 Sponsorship	65
7.13 Employment of Department Personnel.....	65
7.14 Non-Discrimination.....	65
7.15 Americans with Disabilities Act.....	65
7.16 Copyrights, Right to Data, Patents and Royalties.....	65
7.17 Disputes	66
7.18 Subcontracts	66
7.19 Assignment	66
7.20 Force Majeure.....	67
7.21 Substitution of Key Personnel	67
7.22 Severability.....	67
7.23 Use of Funds for Lobbying Prohibited	67
7.24 Governing Law and Venue.....	67
7.25 No Third Party Beneficiaries	67
7.26 Reservation of Rights	67
7.27 Cooperative Purchasing.....	67
7.28 Contractor’s Insurance.....	68
7.29 Performance Guarantee	68
7.30 Utilization of E-Verify	68
ATTACHMENT 2 –BUSINESS CORPORATE REFERENCE FORM	70
ATTACHMENT 3 – BUSINESS/CORPORATE REFERENCE COMPLETION FORM	71
ATTACHMENT 4 - CONTACT FOR CONTRACT ADMINISTRATION/CONTRACTOR REPRESENTATIVE...73	73
ATTACHMENT 5 – ADDENDUM ACKNOWLEDGMENT FORM SAMPLE	74
ATTACHMENT 6 – EVALUATION CRITERIA.....	75
ATTACHMENT 7 – FACILITY LOCATIONS AND EQUIPMENT LIST	77
ATTACHMENT 8 - SECURITY REQUIREMENTS FOR CONTRACTORS.....	85
INITIAL COST SHEET – TABLE 1	87
INITIAL COST SHEET – TABLE 2	88

SECTION 1 - DEFINITIONS

The following terms used in this Invitation to Negotiate (“ITN”), unless the context otherwise clearly requires a different construction and interpretation, have the following meanings:

- 1.1 “Accepting a Call” (from the Inmate Telephone System):** An outgoing call made by an inmate to a terminating number that is accepted by the person at that number. This acceptance requires affirmative action on the part of the recipient (e.g., pressing a code key on a touch-tone phone or dialing a code number on a rotary phone or giving a specific, discernible voice key).
- 1.2 Breach of Contract:** The condition of the relationship between the Department and the Contractor which exists when the Contractor fails to perform under the terms and conditions of the Contract which may result from this ITN.
- 1.3 Contract:** The agreement resulting from this ITN between the winning Respondent and the Department.
- 1.4 Contractor:** The organizational entity serving as the primary vendor with whom a contract will be executed. The term Contractor shall include all employees, subcontractors, if applicable, agents, volunteers, and anyone acting on behalf of, in the interest of, or for, the Contractor.
- 1.5 Corrective Action Plan (CAP):** A Contractor’s comprehensive written response to any deficiencies discovered in the course of contract monitoring, and plan for remediation of those deficiencies.
- 1.6 Day:** Calendar day, unless otherwise stated.
- 1.7 Department or DC:** The State of Florida, Department of Corrections, referred to in this ITN document as “the Department”.
- 1.8 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 response.
- 1.9 Duration of Contract:** It is anticipated that the initial term of any Contract resulting from this ITN shall be for a five (5) year period. At its sole discretion, the Department may renew the Contract in accordance with Form PUR 1000 #26. 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 Contracts resulting from this ITN, it will provide written notice to the Contractor no later than thirty days prior to the Contract expiration date.
- 1.10 Gross Revenue:** The total amount charged to the terminating number from each telephone at every facility listed in and/or added to the Contract. Gross Revenue refers to charges, not collections.
- 1.11 Hook Flash:** The act of pushing the hook of the telephone (the part on which the receiver sits) and immediately releasing it.
- 1.12 Inmate Calling List:** A list containing ten (10) designated terminating numbers that may be called by an inmate who has telephone privileges.
- 1.13 Inmate Telephone System:** The Inmate Telephone Service to be provided by the successful respondent that consists of, but is not limited to, all equipment, wiring, programming, and services specified in this ITN, and that shall be referred to in this ITN as the “inmate telephone service.”
- 1.14 Inmates or Offenders:** Inmates are defined as, all persons, male and female, adult and minor, residing in institutions, or admitted or committed to the care and custody of the Department. This term encompasses

all persons residing in any current or new facility, including but not limited to, correctional institutions, annexes, work camps, road prisons and forestry camps.

- 1.15 Major Emergency:** An occurrence of any of the following:
- 1) A failure of a local or remote processor, its common equipment or power supplies which renders the system incapable of performing its normal functions;
 - 2) A failure of the recording equipment or any of its components that affects the full recording operation;
 - 3) A failure of 50% or more of the inmate stations at any one area within a Department facility;
 - 4) A failure of the ITS functions that results in the ability of inmates to place calls without the use of PINs;
 - 5) A failure of the ITS functions that results in the ability of inmates to make direct dialed calls when the ITS is operating in collect-only mode; and
 - 6) A failure of the ITS functions that results in the ability of inmates to reach a “live” operator.
- 1.16 Managed Access Solution:** A solution that will prevent unwanted or unauthorized access to commercial wireless networks for a specified area while simultaneously enabling legitimate, mission-critical or emergency connections.
- 1.17 Material Deviations:** The Department has established certain requirements with respect to ITN’s to be submitted by respondents. 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 the deviation there from 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 respondent over other respondents, has a potentially significant effect on the quantity or quality of items proposed, or on the cost to the Department. Material deviations cannot be waived and shall be the basis for rejection of a proposal.
- 1.18 Minor Irregularity:** A variation from the ITN terms and conditions which does not affect the price proposed or gives the respondent an advantage or benefit not enjoyed by the other respondents or does not adversely impact the interests of the Department. A minor irregularity will not result in a rejection an ITN.
- 1.19 Negotiation Methodology:** The process established by the Department for the purpose of conducting negotiations with qualified respondents.
- 1.20 Negotiation Meetings:** Meetings held between the Department and qualified respondents to be considered for contract award. The Department intends to conduct negotiations with qualified Respondents whose provision of service best meets the needs of the Department.
- 1.21 Notice:** Unless otherwise specified, a telephone call from the Department verified by an email containing the time of receipt by the Contractor.
- 1.22 Originating Number:** The number of the specific inmate telephone line at a facility from which a call is made.
- 1.23 Personal Identification Number (PIN) Service:** A service which requires the caller (inmate) to key in his/her unique identification number on the telephone key pad before gaining access to dial an outgoing call.
- 1.24 Routine Service:** A service failure or problem other than a major emergency item as defined by the Department.

- 1.25 Satellite Facilities:** All locations associated with a Correctional Institution as indicated in Attachment 7.
- 1.26 Setup Time:** The time from the point at which the caller (inmate) goes “off-hook” (removes the receiver from the base instrument) until the time the called party actively accepts the call.
- 1.27 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 of Corrections under the terms of the Contract resulting from this ITN.
- 1.28 Vendor, Offeror, Respondent or Contractor:** A legally qualified corporation, partnership or other entity submitting a response to the Department pursuant to this ITN that will be performing as the Contractor under any resultant contract.
- 1.29 Value Added Service:** Advanced and/or additional services provided to the Department that include new and innovative technologies relating to the telecommunication services sought, and at no additional cost to the Department.

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SECTION 2 – INTRODUCTION

2.1 Background

The State of Florida has a total inmate population of approximately 98,000 housed in both privately-operated and state-operated facilities throughout the State. The service areas include sixty-four (64) institutions (which include annexes and reception centers), thirty-eight (38) work camps, forestry camps and road prisons, and twenty (20) work release centers. Facilities operated by the Florida Department of Corrections (hereinafter referred to as “Department” or “DC”) are grouped into three (3) regions (Regions I through III), with Region I encompassing the panhandle, Region II North Central Florida, Region III Central Florida and South Florida. All of the aforementioned types of facilities are present in these regions.

Pursuant to Chapter 945, Florida Statutes, the Department is responsible for the supervisory and protective care, custody, and control of its inmate population. In carrying out this statutory responsibility, the Department provides availability of and access to inmate telephone services. Currently, the Department serves approximately 89,000 inmates through one hundred twenty-nine (129) state-operated facilities.

The Department’s Bureau of Contract Management and Monitoring under the direction of the Office of Procurement and Contract Management in Central Office is the program office responsible for administrative oversight and support of inmate telephone services.

The Department has special security requirements for inmate telephone services and has a prime objective of controlling inmate telephone usage and limiting the use of the telephone service for fraudulent activity. A primary goal is to ensure the safety and security of staff, inmates and the public through the use of current technology.

The Department of Corrections has historically made available telephone services within its institutions, annexes, reception centers, road prison, forestry camps, work camps and work release centers. (A list of all sites is included in Attachment 7). This service includes provision of telephone equipment for inmate phone calls and coin-operated telephones at each site for staff and visitors. Current services are provided through a contract with Securus Technologies, Inc., through its wholly owned subsidiary, T-Netix Communications Services, Inc., which will expire September 24, 2013.

For informational purposes only, the call data during the FY 2011-2012 (July 1, 2011 through June 30, 2012) is as follows:

Monthly average number of calls placed -789,965
Average single call time – 13.16 minutes
Monthly average total number of call minutes – 10,397,082

Call data for coin-operated calls is not available.

2.2 Overview and Statement of Need/Services Sought

Inmate telephone service as contemplated in this ITN includes the service, system design, equipment, installation, training, operation, and ongoing repairs and maintenance of the systems and its components which shall be provided at no cost to the Department. The services to be negotiated through this ITN shall meet any minimum requirements set forth in Section 3, Statement of Services Sought and shall include, but not be limited to provisions of the following:

- a comprehensive inmate telephone service that will allow for collect and prepaid calls for local, long distance, cellular, and international calls service.

- a technology system, which includes, but is not limited to system infrastructure, network, database, servers, new call processors, digital and analog communications circuits, telecommunications capabilities, monitoring, and other required system functionality, as specified in Section 3 of this ITN to support the inmate telephone service;
- installation of new telephones at all facilities including the required number of instruments and any required station cabling as determined necessary;
- systems and equipment that support the Department's call monitoring/security needs, including terminals, and digital recording equipment as determined necessary;
- creation of a centralized database which shall contain all data elements necessary for provision of monitoring services, reporting and historical call transaction information;
- contractor personnel to include System Administrator, Field Repair/Site Technicians and Service Representatives to perform oversight, operational assistance and maintenance and repair to the inmate telephone system and equipment;
- ongoing maintenance, repair, and/or replacement and/or upgrades of all equipment and systems as determined necessary to ensure service delivery;
- provision of all required training and instructional materials required for use of the inmate telephone service as applicable to inmates, families, and/or Department staff; and
- provision of all related support services not otherwise indicated herein.

2.3 Statement of Purpose

In an effort to provide inmate telephone service managed access service to the State, the Department is soliciting responses from qualified vendors in order to select a contractor for these services. Vendors with at least three (3) years of business/corporate experience within the last five (5) years specifically providing telecommunication services through multiple sites in a correctional or other security/law enforcement setting are encouraged to respond. Telecommunication services desired include a secure and reliable telephone system meeting specified restriction and monitoring requirements. The services are desired to be inclusive of all equipment including inmate telephones, coin-operated telephones, monitoring terminals, internet access, and other related services.

2.4 ITN Process

The Invitation to Negotiate process to select qualified vendors will consist of two (2) distinct parts: Part 1 and Part 2.

In Part 1, prospective Respondents will submit responses as described in Section 5, Response Submission Requirements. Responses submitted must meet all Mandatory Responsiveness Requirement elements listed in Section 5.1 of this ITN to be further evaluated by the Department. For all responses meeting responsiveness requirements, further evaluation of each Respondent's Statement of Qualifications, Technical Response, Managed Access Solution and Financial Documentation will then be conducted against established evaluation criteria and the response shall be scored. These scores will be combined with cost points assigned based on the Respondent's Cost Sheets for a determination of final Part 1 scores.

In Part 2, the Department intends to conduct negotiations with one or more qualified Respondents whose proposed service delivery demonstrates ability to best meet the needs of the Department. The Department may negotiate consecutively or sequentially whichever method is determined to be in the Department's best interest. After negotiations, the Department will request a Best and Final Offer from all qualified Respondents with whom it negotiated for final consideration prior to final award decision. At any time during the ITN process, the Department may reject any and all responses, and may modify its statement of services sought, tasks to be performed and deliverables. Section 4, Procurement Rules and Information, Section 5, Response Submission Requirements, and Section 6, Review, Evaluation and Negotiation Process, of this ITN document set forth the guidelines and requirements in more detail.

2.5 Initial Cost Response

It is the Department's intention, through the ITN process, to generate the highest percentage of revenue for the State, while ensuring a quality telephone service with reasonable and justifiable telephone call rate charges for inmate's families and friends similar to those available to the public at large.

Pricing (Initial Cost Sheet, Table 1) should be submitted with the most favorable terms the Respondent can offer in terms of highest commission and lowest phone rates. Initial cost points will be awarded on weighted criteria as established in Section 6. Additional Pricing Options (Initial Cost Sheet, Table 2) are requested for negotiation purposes only. Commission structure, telephone rates and a Managed Access Solution will be negotiated. Best and Final Offers from Respondents will be solicited to establish the lowest possible telephone rates and surcharges accompanied by the highest percentage of revenue to be paid to the Department, and most beneficial value added service.

2.6 Revenue to be Paid the Department

The successful Contractor shall pay to the Department a commission calculated as a percentage of gross revenues. The successful Contractor shall be responsible for collections and fraud, and shall not make any deductions from gross revenue for uncollectible accounts, billing fees or other administrative costs prior to applying the commission percentage. Notwithstanding the above, gross revenues shall not include taxes charged by an appropriate governmental entity. The monthly commission amount is therefore obtained by multiplying the commission percentage times each month's total charges. Commission and Call Detail Documentation for Monthly Payment report as indicated in Section 7.3.3 will be required with the monthly commission payment.

2.7 Start-up and Service Implementation

The successful respondent must have the capability to commence implementation of services no later than ten (10) days after contract execution or no later than July 17, 2013 (whichever date is sooner) and to complete full-service delivery of telephone services including meeting all security requirements at all institutions by September 25, 2013.

Pursuant to Sections 3.4 and 5.3 of the ITN, each respondent shall submit an Estimated Implementation and Transition Date Schedule with their Technical Response to this ITN. The estimated plan may be adjusted, as necessary, and approved as the successful Contractor's Final Implementation Plan and Transition Date Schedule by the Contract Manager. The plan shall be designed to provide for seamless transition with minimal interruption of operations.

After execution of the Contract resulting from this ITN, the Department will allow a maximum of an eighty (80) day "start-up" period, for the initial delivery of equipment, supplies and hiring and training of Contractor staff and transition of services from the current contractor. Full service delivery at all institutions shall be achieved by the Contractor no later than **09/25/2013**.

2.8 Contract Term

It is anticipated that the initial term of any Contract resulting from this ITN shall be for a five (5) year period. At its sole discretion, the Department may renew the Contract in accordance with Form PUR 1000 #26. 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 Contracts resulting from this ITN, it will provide written notice to the Contractor no later than thirty days prior to the Contract expiration date.

SECTION 3 - STATEMENT OF SERVICES SOUGHT

For administrative purposes throughout this document, the Department is referring to a vendor, offeror or respondent as “Contractor” and any contract to be issued as a result of this ITN as “the Contract” or “this Contract”. This does not mean or imply that any person or firm submitting a response to the ITN as a vendor, offeror or respondent will ultimately be awarded a contract or otherwise become a Contractor as that term is commonly understood. By utilizing the term “Contractor” and “this Contract” or “the Contract” throughout this ITN, the Department will be able to more quickly and efficiently transfer terms and conditions from this ITN document into a Contract document.

3.1. General Description of Services Sought

The Contractor providing inmate telephone service contemplated in this ITN shall be inclusive of all equipment, installation, infrastructure and network, training, operation, and ongoing repairs and maintenance of the entire system and its components which, at a minimum, meet the Department’s requirements set forth in this section.

In addition to inmate telephone services, the Department is interested in implementing a “Managed Access Solution” in an effort to control and eliminate wireless communications within our institutions. Respondents are encouraged to include a single facility, multi-facility or statewide solution that will prevent unwanted or unauthorized access to commercial wireless networks while simultaneously enabling legitimate, mission-critical or emergency connections. Any Managed Access Solution being proposed by the Contractor shall be inclusive of all equipment, installation, infrastructure and network, training, operation and ongoing repairs and maintenance.

3.2. Regulatory Requirements

The Contractor shall adhere to any and all municipal, state or federal requirements for inmate telephone and managed access installation, certification, training or registration during the life of the Contract. Failure to comply with present and future municipal, state or federal requirements will result in termination of the contract with the Contractor and the payment by Contractor of any application fees, penalties, fines or other costs or monetary payment assessed against or incurred by the Department for violation of such requirements.

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

The Contractor shall be responsible for making all modifications necessary to allow inmates to place calls in compliance with any industry dialing requirement change(s) at no cost to the Department and within – thirty (30) business days, to ensure proper use of the inmate telephone service by inmates and Department personnel.

The Contractor shall keep all call processing and call rating information current and made available upon request by the Contract Manager or designee. This information shall include, but not be limited to, local exchanges, area codes, country codes, and any other information necessary to accurately process and rate calls.

The Contractor shall be responsible for complying with and updating the ITS for any regulatory changes and requirements during the life of the Contract. These regulatory changes include federal, state or local municipal modifications. These changes shall be made within thirty (30) business days and at no cost to the Department.

The Contractor shall ensure that the inmate telephone service provides telephone reception quality meeting all industry standards for service quality as defined by the Florida Public Service Commission

("FPSC") and by the Federal Communications Commission ("FCC"). The Contractor shall accept the Department's decision regarding determination of quality.

The Contractor shall ensure that all of its work and materials comply with all local, county, state and federal laws, rules, ordinances and regulations as well as with any directive provided by inspectors appointed by proper authorities having jurisdiction at each Department facility. Should violation of codes, laws or statutes or ordinances occur relating to the ITS, the selected Contractor shall correct the situation at no cost to the Department, including payment of any fines or penalties associated with the violation.

3.3. Facilities to be Provided Services/Additions and Deletions

The facilities to be included under this Contract include all currently state operated institutions and satellite facilities as indicated in Attachment 7.

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

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

Add/Delete Equipment: In addition, the Department may require the Contractor to increase or decrease the amount of equipment utilized in the ITS. The Contractor shall install any additional equipment within thirty (30) days of written notification to add equipment from the Department's Contract Manager or designee. The installation of this equipment shall be at no cost to the Department. The written request for installing equipment shall be made by the Contract Manager or designee, and shall be received by the Contractor before the installation is accomplished.

3.4. Facility Implementation Plan and Transition of Service

The contract resulting from this ITN will have an approximate eighty day (80) day implementation period for the initial delivery of equipment, supplies and hiring and training of Contractor staff and transition of services. The Contractor shall have the capability to commence implementation of services no later than ten (10) days after contract execution, and full service delivery of inmate telephone services at all institutions, including meeting all security requirements at all institutions, no later than September 25, 2013.

Respondents shall submit with their response an Estimated Implementation Plan and Transition Date Schedule. The successful Contractor's Estimated Implementation Plan and Transition Date Schedule shall be adjusted as necessary and approved as Contractor's Final Implementation Plan and Transition Date Schedule by the Contract Manager. This plan shall be designed to provide for seamless transition with minimal interruption of services to inmates.

The Estimated Implementation Plan and Transition Date Schedule for these services shall provide a schedule of implementation for each institution which illustrates the date and time for start of installation and a date certain for the system and equipment to be fully operational. The Department has chosen Wakulla Correctional Institution, Wakulla County, Florida, ("Wakulla C.I.") as the first site at which inmate telephone services shall be implemented. Thereafter, the successful Contractor may implement service delivery at all other institutions and facilities in accordance with dates established by the successful Contractor, and agreed upon by the Contract Manager. With the exception of Wakulla C.I., the Contractor is not required to implement service delivery in any particular order. Services for satellite facilities will be implemented with the main institution that is responsible for oversight of the satellite facility. Final transition including

operational testing at each institution shall be coordinated between the successful Contractor, the current Contractor and the Department.

The Respondent's Estimated Implementation Plan and Transition Date Schedule shall also include a detailed explanation of the following:

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

The Department will provide personnel to facilitate transition of services at each institution, including coordination of equipment installation.

Once accepted by the Department, there will be no changes made to the Final Implementation Plan and Transition Schedule unless a request is submitted in writing and approved by the Contract Manager.

The successful Contractor is required to implement its own technology system to facilitate inmate telephone service. Due to the size and complexity of the anticipated system, the successful Contractor will be allowed a period of transition beginning on the date the contract is executed in which to install and implement the utilization of its own technology system. Transition, implementation and installation are limited to eighty (80) days. The Department realizes that some "down time" will occur during this transition, and Respondents shall propose an implementation plan that reduces this "down time" and allows for a smooth progression to the proposed ITS.

During the transition period, the successful Contractor shall operate its telephones in parallel with the existing telephones which the current Contractor will not have yet removed. The objective of the "parallel operation" is to allow inmate telephones to remain operational during normal operational hours to the greatest extent possible during the transition period. The successful Contractor shall be required to work closely with the Department to ensure that the transfer of responsibility for inmate telephone service at each institution is carried out as smoothly as possible. In addition, the Department will work cooperatively with the successful Contractor to create and maintain an information flow in accordance with other provisions of the awarded Contract and the parties shall utilize best efforts to resolve all issues that may or could occur from such parallel operation, including, but not limited to data sharing and an agreement on a conversion schedule.

The successful Contractor shall assume 100% responsibility for the delivery of the agreed-upon revenue for each inmate telephone that has been installed and is operational by the agreed-upon implementation date. Failure to have the inmate telephone service operational by the agreed-upon implementation date at each institution may result in liquidated damages as set forth in Section 3.15.

3.5. Installation Requirements

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

cords, etc. as required by the Department. The successful Contractor shall comply with all applicable electrical codes.

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

The successful Contractor shall comply with the Department's security guidelines (Attachment 8) on institutional and facility security policies. Violations of these rules could result in termination of the resulting Contract. Prior to beginning work at an institution, the successful Contractor shall contact the institution to obtain a copy of any specific additional institutional or facility rules.

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

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

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

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

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

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

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

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

3.6. Inmate Telephone System Functionality (General)

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

Department's Office of Information Technology will determine the type, format and transmission method of the daily "housing file". The Department's Office of Information Technology will define the specifications of the requested data feed.

The system shall have programming setup to automatically accept the Department's "housing file", which shall update the successful Contractor's inmate telephone service on a daily basis to ensure the inmate's location (i.e., facility) and other identifying information are accurately reported.

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

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

All technical specifications and system requirements shall meet or exceed industry standards and, shall be in proper working order, clean and free from defects of features affecting appearance, serviceability, or the safety of the authorized user in normal intended use, unless otherwise required herein.

The inmate telephone system shall be restricted to outgoing calls only. The system shall not process incoming calls at any time. The inmate telephone system shall allow for the Department to program times when the system will be operational.

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

During the call set-up process, the inmate telephone system shall provide a pre-recorded announcement, which complies with Code of Federal Regulations, Title 47, Volume 3, Part 64.710, identifying that the collect call is coming from a specific inmate at a Florida Correctional Institution, stating rate and complaint information and containing a toll free number for the consumer's use. This announcement shall be heard by the answering party. The announcement shall also include the statement: "All telephone calls will be recorded except attorney calls."

The inmate telephone system shall have the capability to be deactivated (shut down), by Department or successful Contractor staff, quickly and selectively, at an individual facility, partial facility (single dorm) or on a global basis and to restrict all PIN access. The system shall be capable of de-activating the PIN feature by individual inmate telephone, groups of telephones and/or entire facilities, at the Department's option. Regardless of this deactivation, the system shall restrict inmate calls to prepaid collect and normal collect local and long distance, cellular and international calls. At no time shall the inmate telephones be unrestricted due to the deactivation of the PIN feature. The Department shall have the ability to immediately deactivate any inmate's telephone account, upon approval of the Warden/Duty Warden for any of the following reasons:

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

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

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

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

3.6.1 Network and Infrastructure Requirements

The successful Contractor shall provide an inmate telephone system that includes a monitoring component that is capable of being accessed through a dedicated monitoring terminal as specified for facility locations on Attachment 7 and through a vendor-provided secure Internet connection from desktop, laptop or remote means by authorized Department personnel who have appropriate security clearance and have been provided Contractor-supplied security codes. The system shall be capable of monitoring calls from both dedicated monitoring terminals and via secure, password protected internet access.

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

3.6.2 Software Requirements

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

All software must be compatible with a minimum of a Windows XP SP3 operating system and must operate with Internet Explorer version 7.0 at a minimum.

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

3.6.3 Database Requirements

The successful Contractor shall provide a data record of all transactions through the inmate telephone system that shall be maintained in a database for monitoring and analysis of inmate

telephone calls. This data is used to alert authorized Department staff of possible trends with inmate calls that could jeopardize the security of inmates, staff, or facilities.

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

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

The database shall contain multiple data fields. At a minimum, the database shall contain all fields required to generate reports as indicated in Section 3.10, and all information required to establish Inmate Phone Access as indicated in Section 3.7.2. Final data elements to be collected shall be subject to written approval by the Department.

The system shall provide the capability for the Department to download reports from the database, through secured internet access, as outlined in Section 3.10, Reporting Requirements.

In addition, the successful Contractor shall provide access to the database through secure methods to be defined by the Department's Office of Information Technology. The Department shall be able to retrieve defined data on an on-going basis (could be real-time, daily or other). The successful Contractor shall provide requested data elements in a format to be determined by the Department's Office of Information Technology. Data extracts shall be downloadable into various database formats as needed by the Department. These data sets shall allow the Department to perform further analysis as/when needed. The Department's Office of Information Technology will finalize the methods, processes and functions with the successful Contractor

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

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

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

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

All data shall remain the property of the Department and the successful Contractor shall not use data for any purpose other than as required in the contract.

3.6.4 System Calling Protocol Requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.6.5 System Voice Quality Requirements

The successful Contractor's system shall provide quality of voice connections that meet or exceed appropriate industry standards in the United States and standards enacted by appropriate industry agencies or other organizations for transmitted and received levels, noise, cross talk and frequency range(s).

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

3.6.6 System Call Blocking Requirements

The successful Contractor's inmate telephone system shall have call block capability. Call blocking requirements shall apply to all inmate telephone equipment unless otherwise specified, and shall include, but not be limited to, the following types of calls:

1. calls made to business numbers identified during the billing number address (BNA) search (Note: The Department authorizes calls to attorney's, bondsmen, clergy, etc...by utilizing the inmate's authorized call list.)
2. calls made to any 911 number;
3. calls made to any telephone numbers which incur excess charges, such as 900, 972, 976, 550, etc.;
4. calls to current long distance carrier access numbers (i.e., 10333, 10285) or future 101-XXXX carrier access numbers;
5. calls for all local numbers which access long distance carriers (i.e., 950-XXXX);
6. call access to directory assistance access numbers (i.e., 411, 555-1212, etc.);
7. call access to toll free numbers (i.e., 800, 888, 877, etc.) except the Florida Relay Service toll-free number(s), so that hearing impaired inmates may access a "Telephone Devices for the Deaf" (TDD) service; and
8. calls made to pre-paid or pay-as-you-go cell phones or call access to any number upon request by the Department.

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

9. calls made to any 911 number;

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

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

3.6.7 System Monitoring, Call Recording and Playback History Requirements

As set forth in Section 3.6.10, the inmate telephone system shall include a monitoring component that is capable of being accessed from a vendor-provided dedicated monitoring terminal as specified on Attachment 7 and/or through a vendor-provided secure Internet connection from desktop, laptop or remote means by authorized Department personnel who have appropriate security clearance and have been provided Contractor-supplied security codes. The inmate telephone system shall monitor calls from both dedicated monitoring terminals AND via secure, password protected internet access.

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

The inmate telephone system shall have query and search capabilities allowing Department investigators to quickly access telephone conversations that occurred during specific time periods, and/or were made from specific telephone instrument locations, etc. The inmate telephone system shall have the ability to monitor calls based on Security Threat Group/Gang affiliation utilizing data provided by the Department.

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

The call recording functionality shall be a fully digitalized service allowing for the use of downloading, utilizing industry standard recording file formats. This should have the capability to be placed on various recording media.

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

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

3.6.8 System Restriction, Fraud Control and Notification Requirements

The security and confidentiality of inmate-placed telephone calls is of critical importance. Security features which prevent unauthorized individuals from accessing any information held by

the successful Contractor will provide for restriction to the system, fraud control for prevention purposes, and notification capabilities for attempted security violations or breaches. Secure access to the inmate telephone system shall be maintained at all times. The inmate telephone service shall have security capabilities that include, but are not limited to the following:

- a) Fraud prevention features, shall randomly interject pre-recorded announcements throughout the duration of the conversation to the called party indicating the source of the call.
- b) Detection and prevention capabilities related to fraudulent, illicit or unauthorized activity capable of detecting unusual or suspicious number sequences dialed or dialing patterns which the system identifies as possible attempts to commit fraud.
- c) A call alert feature. This feature will alert Department personnel, via email notification, that a designated inmate is placing a call to a specific number that has been assigned alert status. This status is an investigative tool which will be activated by authorized Department personnel.
- d) Ability to detect an attempt by the called party to initiate a 3-way or conference call, to immediately terminate the call and to make a "notation" in the database on the inmate's call. The system shall make this information available, in a report format, to designated department personnel.
- e) Ability to immediately terminate a call if it detects that a called party's telephone number is call forwarded to another telephone number. The system shall make a "notation" in the database on the inmate's call. The system shall make this information available, in a report format, to designated department personnel.
- f) Ability to deactivate the restrictions on the called party's attempt to initiate a 3-way or conference call on a per number dialed, per inmate basis. The system shall permit call transfer or 3-way conferencing of specific inmate calls placed to pre-designated privileged telephone numbers such as attorneys.
- g) Ability during any call to block the out-pulsing of all digits pressed by the inmate and all hook switch "flash" attempts, after the PIN and calling list number have been input, such that no dual tone multi-frequency (DTMF) or hook switch "flashes" will appear on the outside line.
- h) Capability for the Department to immediately and remotely turn telephones on and off, including individual telephones, groups of telephones, or an entire Department facility by Department staff with the appropriate authorization level. This service shall be available, via telephone, twenty-four (24) hours a day, seven (7) days a week, including holidays.
- i) Ability to provide a form of speech or word recognition that will alert Department personnel when certain words or phrases are used by an inmate during an outgoing call.

3.6.9 System Access Management Component

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

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

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

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

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

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

3.6.10 System Network Status Monitoring Component

All systems shall provide a system network status monitoring component within the system. The system's status monitoring component shall, at a minimum:

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

3.6.11 System Testing

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

3.6.12 System Acceptance

The successful Contractor shall provide to the Assistant Warden of Programs a complete and comprehensive acceptance plan for the inmate telephone system at each Department facility. System acceptance shall be determined by a consecutive thirty (30) day period during which the system must function "error free" after installation. Failure of the system's to meet mutually

agreed upon acceptance criteria for more than thirty (30) consecutive days may result in a request for replacement by the Department for that particular system's component.

3.6.13 System Documentation

At the completion of the implementation/installation, the successful Contractor shall provide to the Assistant Warden of Programs at each Department facility a complete set of service reference manuals for the inmate telephone service that shall include information specific to the installations at the respective facility.

In addition, after installations of the inmate telephone service at each respective facility, the successful Contractor shall supply documentation containing service request contact numbers, instructions on reporting and escalation procedures for the inmate telephone service to the Assistant Warden for Programs at the respective institution.

3.6.14 System Disaster Recovery

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

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

3.6.15 System Technical Assistance/Contractor Customer Service Center

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

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

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

The successful Contractor shall also ensure that a minimum of two Service Representatives, as delineated in Section 3.11 are provided specifically for staffing the Central Office location. The responsibilities of these individuals will include handling of inmate family complaints as well as the additional duties specified for Service Representatives.

3.7. Other Inmate Telephone Service Requirements

3.7.1 Personal Identification Numbers (PINs)

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

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

1ST TWO CHARACTERS OF THE PIN:

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

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

NEXT FIVE CHARACTERS OF THE PIN:

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

LAST FOUR CHARACTERS OF THE PIN:

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

EXAMPLES:

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

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

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

The inmate telephone service shall utilize the PIN feature for all collect local and long distance, cellular and international calls.

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

These systems shall provide call by PIN that provides the Department the option of implementing any or all of the following restrictions by PIN designation:

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

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

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

The systems shall allow for approved destination numbers to be assigned and restricted, by individual PIN. Such number lists will be approved by authorized Department personnel (i.e., classification officer), the Contractor's System Administrator or the respective Service Representative at the Department's option.

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

3.7.2 Inmate Phone Access Information/Approved Number List

The successful Contractor shall provide Service Representatives responsible for entering Inmate Phone Access Information in the inmate telephone system. Service Representatives shall make, at a minimum, twice weekly visits to the facilities identified on Attachment 7, or as deemed necessary by the Department, for the purposes of entering and updating this information. In addition, the Contractor shall ensure that information can be entered into the system by authorized Department personnel. Information fields shall include, but not be limited to, inmate name (first, middle, last), PIN number (11 digits minimum), Department facility, identifier of unit within Department facility, ten (10) approved telephone numbers, privileged numbers; comments field, language preference field, account activation date, date of arrival, current status, alert levels, etc.

The successful Contractor shall ensure the system verifies that the number listed by an inmate on his/her phone list (as authorized by the department) is the telephone number with Billing Number

Address (BNA) for the individual identified on the authorized phone list and NOT a pass through local number.

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

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

3.7.3 Rate and Call Charge Requirements

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

For the initial cost proposal, the successful Contractor shall establish a single, blended rate per minute, inclusive of all surcharges, for all calls on the North American Dialing Plan, including intralata, interlata, intrastate, and interstate calls which shall not exceed the maximum rate per minute allowed by the appropriate regulatory authority during the time the call is placed.

Note: The Department will consider separate minute rates and surcharges during final contract negotiations.

Call charges for international calls shall be determined during the negotiation process but shall not exceed the maximum rate allowed by the appropriate regulatory authority during the time the call is placed.

Local call charges for coin-operated telephone calls at the Work Release Centers shall not exceed thirty-five cents (.35) per local call plus the local LEC charges, which vary between LEC's. Long distance call charges for coin-operated phones at the Work Release Centers shall be at the same rates for inmate telephone calls.

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

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

The successful Contractor shall ensure, inmates' family and friends utilizing the Florida Relay Service to receive calls from inmates are charged the same rates as those family and friends receiving calls from inmates not utilizing this service.

3.7.4 Call Requirements

The successful Contractor shall ensure that prepaid local and long distance, cellular and international collect calling is available for all locations within the North American Dialing Plan. In addition, the successful Contractor shall provide a list of all countries (outside of the United

States) that can be reached via the inmate telephone service operating in a “collect call only” mode to the Department’s Contract Manager or designee Upon request.

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

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

Collect calls shall not be connected nor shall billing commence until the called party indicates acceptance of the call. All non-prepaid calls may be directly billed to the Billing Number Address (BNA) by the Contractor.

The successful Contractor shall ensure that local and long distance, cellular and international collect calls are billed to the Billing Number Address originally provided by the inmate’s inmate family or friend.

The successful Contractor shall provide a toll free number to the Customer Service Center which will be clearly shown on the called party’s bill for assistance in billing matters.

The successful Contractor shall ensure Caller ID is not available for any call placed through the inmate telephone service and the called party has no other means of identifying the number from which a call is placed.

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

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

3.7.5 Prepaid Service

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

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

The successful Contractor’s prepaid services **shall** allow the called party (family and friends) to deposit money into a prepaid services account.

The successful Contractor shall provide instructional brochures explaining the process for establishing prepaid accounts.

3.7.6 Prison TIPS, Crime Stopper, Informant, and PREA (Prison Rape Elimination Act) Hotlines

The successful Contractor shall create a component within the inmate telephone system that creates an inmate “hot line” accessible from any telephone instrument within the system. This component shall be fully available from the monitoring terminals located at the Inspector General’s Central Office location and any of the other designated Inspector General’s monitoring stations, as may be required and authorized by the Inspector General’s Office, Central Office.

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

The Prison TIPS hotline shall be reachable by entering *TIPS (*8477) on any telephone instrument in the ITS. The Crime stoppers hotline for anonymous reporting of cold case information shall be reachable by entering *8488. The PREA hotline for anonymous reporting of inmate sexual victimization shall be reachable by entering *8499. These calls shall not require input of the inmate’s PIN number for access.

There shall also be toll-free numbers assigned so that the Prison TIPS, Crime stopper and PREA hotlines can be reached by any and all telephones outside of the ITS.

The successful Contractor shall provide easily readable signage referencing the Prison TIPS, Crime Stopper and PREA hotlines and toll-free numbers for display within the institution and on the grounds of the institution as directed by the –Assistant Warden of Programs.

The successful Contractor shall create a component within the inmate telephone system that creates informant lines accessible from any telephone instrument within the system. This component shall have the ability to allow an inmate to call a number(s) established by the Inspector General Office that is not included on their PAN List. The system shall have the ability to exclude informant lines from call detail reports and monitoring/recording functions.

3.7.7 Litigation-Related Testimony

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

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

3.8. Telephone Service Equipment Requirements

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

The number and facility location of equipment currently required to be installed at Department facilities is listed on Attachment 7. The number of required inmate telephone stations, coin operated telephones TDD/TTY devices and monitoring/recording stations may be increased or decreased during the term of the

Contract. Requests for additional equipment shall be submitted by the Warden or designee to the Contract Manager or designee, for review and submission to the successful Contractor and will be at no additional cost to the Department. All decisions on number, placement, location, etc. regarding the inmate telephone stations, coin operated telephones and monitoring/recording terminals shall be made by the Warden or designee of the respective facility.

3.8.1 Inmate Telephone Station Equipment (“ITSE”)

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

- Type 1, which will be the majority of inmate telephones installed, shall be permanently mounted wall telephones meeting the specifications outlined in this ITN.
- Type 2 shall be portable or “movable” cordless inmate telephones that are used mainly in segregation units and shall be manufactured to withstand abuse as well as be compact enough to fit through standard food slots.
- Type 3 shall be “all weather” inmate telephone sets to be used in outdoor conditions.

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

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

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

All ITSE shall meet or exceed the following capabilities:

- True dual-tone multifrequency (DTMF) compatibility.

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

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

3.8.2 TDD/TTY Equipment

New TDD/TTY equipment shall be provided for inmate use at road prisons and work release centers as identified on Attachment 7.

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

Minimum requirements for TDD/TTY equipment shall include:

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

3.8.3 Coin-Operated Telephone Equipment

New coin-operated telephones shall be provided for inmate use at work release centers as identified on Attachment 7. In addition, one coin-operated telephone shall be provided for public use at each main correctional institution and annex, typically outside the admission gate unless authorized by the warden of the institution. These coin-operated telephones shall meet the following minimum specifications:

The telephones at the work release centers shall be programmed to allow for outgoing calls only and the telephones for public use at each facility shall have two way outgoing and incoming service. All coin-operated phones at work release centers shall meet call blocking requirements as set forth in Section 3.6.6. Coin-operated phones for public use do not need to meet call blocking requirements.

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

3.8.4 Monitoring/Recording Terminals

The successful Contractor shall provide new monitoring/recording terminals as identified in Attachment 7 for investigative and monitoring purposes for the inmate telephone service. Each terminal should include a monitor and a CPU with a CD burner and the corresponding, fully functional CD burning software. All software must be compatible with a minimum of a Windows XP/7/8 and must operate with Internet Explorer version 8.0 at a minimum, and include appropriate input devices, (mouse, keyboard, etc) with a sound card with external speakers and accessible headphone jack.

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

3.8.5 Equipment Service & Maintenance Requirements

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

The Department understands the tentative nature of ensuring that service to any component of the system is completed in a set period of time. Nonetheless, time is of the essence in completing emergency and other service repairs or replacements. Thus, the successful Contractor is required to meet all response times listed in this subsection and subsection 3.9.6 to return the system to normal operating status. In the event of extraordinary obstacles to service for which the successful Contractor exceeds the time-to-service requirement, notification and a detailed plan of service shall be immediately provided to the Department by the successful Contractor.

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

Critical components shall be within the available service area for each Department institution. The successful Contractor shall guarantee to the Department that all parts and materials necessary to repair the inmate telephone service are readily available to the respective Field Repair/Site Technicians twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year. The Department will not accept the delay of service repair based on the fact that Field Repair/Site Technicians cannot access a parts warehouse, office or similar successful Contractor facility because the facility is not open “after hours”, or on weekends or holidays.

The successful Contractor shall track all service downtime for each Department facility and compile per-facility records of the downtime for each month to comply with the Trouble Ticket/Repair Time Report specified in Section 3.11.

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

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

3.8.6 Response and Repair Times for Service Calls

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

NOTE: All repairs shall be completed prior to the normal operational hours of these services, unless approved by the Assistant Warden of Programs.

3.8.7 Routine Service

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

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

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

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

All routine service shall be completed within twenty-four (24) hours of the initial system failure notice, service request for service or equipment failure or liquidated damages may be imposed as stated in Section 3.15.

3.8.8 Major Emergency Repair Service

For a major emergency, on the inmate telephone service system, the successful Contractor shall respond to the service problem within one (1) hour of initial system failure notice or request for service report by the Department facility, through the use of remote testing or access. Records of testing and compliance with this requirement shall be available to the Department upon request.

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

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

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

All major emergency service shall be completed within twelve (12) hours of the initial system failure notice request or liquidated damages may be imposed as stated in Section 3.15.

3.8.9 Escalation Procedures During Repair Service

The successful Contractor shall provide escalation procedures to address inadequate response to service calls, frequent repetition of the same service problem, inadequate repairs to inmate

telephone service, etc. These described procedures shall include the name and title of service and management personnel as well as criteria for service escalation to a certain “level” within the successful Contractor’s organization. Updated contact names and telephone numbers of the service and management positions listed/described in the escalation procedures shall be made available to the Department immediately upon request.

3.9. Bi-Annual Audit

The successful Contractor shall provide to the Department a bi-annual audit report from an independent certified public accounting firm verifying that the successful Contractor’s inmate telephone service, systems and equipment are accurately and completely recording all activity and related charges. The bi-annual audit report shall contain a certification from the auditing firm that its findings are totally unbiased and independent of the successful Contractor’s interest. The audit shall be submitted to the Contract Manager or designee within forty-five (45) days after each six-month period of the contract. The independent certified public accounting firm’s bi-annual audit report shall be issued simultaneously to the Department and to the successful Contractor.

The following definitions pertain to the bi-annual audit report to be provided by the certified public accounting firm: “Accurately” shall mean the ability to detect when a chargeable call begins (active acceptance by the called party) and when it is terminated. “Completely” shall mean that the Commission and Call Detail Report required by Section 7.3.3 lists all calls made on all phones including uncollectibles.

The independent certified public accounting firm’s procedures and reports shall be conducted in accordance with Statements on Standards for Attestation Engagements established by the American Institute of Certified Public Accountants. The successful Contractor shall submit notification of their chosen auditor in writing to the Contract Manager or designee for the Department’s approval prior to the end of the first (1st) month of the Contract. The independent certified public accounting firm shall submit an engagement letter and a formal test plan to be agreed upon by the Department and the successful Contractor in writing prior to the end of the first three (3) month period of the Contract. The successful Contractor shall notify the Department in writing of any proposed changes in their selected certified public accounting firm.

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

- The number of test calls used in the sampling technique will be great enough to ensure a confidence level of ninety-five percent (95%) or greater that the sample results are truly reflective of the entire population.
- The successful Contractor shall not know the selection of test sites and times. The independent certified public accounting firm will contact the Department’s Contract Manager or designee to arrange for the tests.
- The test call methodology should include means to verify that all Inmate Telephone Station Equipment at each location which is supplied by the successful Contractor, are connected to and providing information into the billing service.

3.10. Reporting Requirements

Inmate Telephone System Generated Reports: At a minimum, the inmate telephone service shall allow the Department to generate the following “canned” reports directly through an interface accessible through a secure internet site or via dedicated monitoring terminals. The successful Contractor shall provide reporting capability on all information contained in the inmate telephone system database, including recording of telephone calls. To ensure that reports are accurate and timely, the database shall

be updated in real time so that all report data is current when viewed and/or downloaded by authorized Department personnel. The database shall be capable of maintaining a record of all reports that are downloaded, with the date and time of the download, and the name of the person who performed the download. All reports shall have the capability of being queried, sorted or filtered by any field contained in the report or by data parameters, as applicable, and reports shall be readable on screen, printable and shall be downloadable into an excel format. Reports shall also be viewable via a user-friendly interface. This interface shall be, at a minimum a Graphical User Interface (GUI) such as Windows XP SP3. Report formats shall be subject to final approval by the Contract Manager.

- **Authorized Users Report:** The system shall provide a real time report of all Departments and the successful Contractor's authorized users for utilization by the Office of the Inspector General. This report shall include user name, status (active or inactive) and corresponding dates, user title, facility location and their assigned role (i.e. monitor, administrator, etc)
- **Approved Calling List Report:** The system shall provide a real time report of each inmate's approved calling list of ten (10) numbers. This report shall include inmate name, inmate pin #, inmate's facility location, name and phone numbers of everyone on the inmate's calling list and Billing Number Address (BNA) for all numbers. This system shall also maintain a cumulative historical calling list for each inmate, showing all numbers that have been added or deleted from the inmate's list and the corresponding dates.
- **Comprehensive Outgoing Call Report:** The system shall provide a real time report of all outgoing calls made from all Department facilities for utilization by the Office of the Inspector General. This report shall include inmate name, inmate pin #, inmates' facility location, phone number called, date and time of call, length of call, and BNA for number called.
- **Duplicate Number Report:** The system shall provide a real time report of all outgoing telephone numbers that appear on the active call lists of two or more inmates for utilization by the Office of the Inspector General. This report shall include phone number, BNA for number called, inmate name, inmate pin #, and inmate's facility location.
- **International Call Report:** The system shall provide a real time report of all overseas/international calls made. This report shall include inmate name, inmate pin #, number called, BNA for number called, inmate's facility location, country name call was placed to, date and time of call, length of call.
- **Alert Level Report:** The system shall provide a real time report of all calls that generated an alert notification in the system. This will include three-way calls, as well as any other calls programmed to send an alert notification. This report shall include date and time of call, number called, BNA for number called, inmate name, inmate pin #, and type of alert.
- **Ad Hoc Reports:** The successful Contractor shall provide the Department ad hoc reporting data upon request of the Contract Manager or their designee or the Inspector General's Office.

Contractor Submitted Reports: The following reports shall be submitted by the successful Contractor electronically to the Contract Manager or designee within the timeframes listed below.

- **Equipment Report:** The system shall provide a real time report of all assigned equipment (in use) and inventoried equipment for the inmate telephone service. This report shall include description/type of equipment, facility location (including specific dormitory or other unique location), and assigned telephone number (for phone instruments). This report shall be submitted semi-annually no more than fifteen (15) days following the end of the semi-annual period.

- **Trouble Ticket/Repair Time Report:** The system shall provide a real time report of all trouble tickets and repair times that are reported to the successful Contractor. This report shall include the assigned number with trouble, location (including specific dormitory or other unique location), date and time trouble was recorded in the system as occurring date, time, and name of individual trouble was reported to at the facility, cumulative downtime as a result of trouble, downtime reason (e.g. processor failure, power failure, station failure, trunk failure, etc.) and date and time trouble was cleared.

Separate Trouble Ticket/Repair Time Reports shall be submitted for the Routine and Emergency Trouble Tickets.

3.11. Contractor Staff Requirements

3.11.1 Contractor Staff Levels and Qualifications

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

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

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

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

- **System Administrator (one position statewide)**

An ITS System Administrator position shall be dedicated to the Department. This position is directly responsible for overall operational performance of the contract, including account management, troubleshooting, training, and any other responsibilities agreed upon by the Contract Manager or designee and the successful Contractor. This individual shall have a minimum of three (3) years' experience within the last five (5) years at the management level, providing direct administrative oversight of the telephone services. The successful Contractor shall be responsible for ensuring that the System Administrator attends meetings upon Department request. The successful Contractor shall be responsible for all expenses incurred for travel, including transportation, and meals incurred on behalf of the System Administrator's position.

- **Field Repair/Site Technicians (sufficient number to meet contract requirements)**

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

- **Service Representative (sufficient number to meet contract requirements plus 2 required positions for Central Office)**

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

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

The successful Contractor's staff on-site shall adhere to the standards of conduct prescribed in Chapter 33-208, Florida Administrative Code, and as prescribed in the Department's personnel policy and procedure guidelines, particularly rules of conduct, employee uniform and clothing requirements (as applicable), security procedures, and any other applicable rules, regulations, policies and procedures of the Department. The successful Contractor's staff shall be subject to and shall comply with all security regulations and procedures of the Department and the respective institution. Violation of regulations may result in the employee or individual being denied access to the institution. In this event, the successful Contractor shall provide alternate personnel to supply services described herein, subject to Department approval.

3.11.2 Staff Background/Criminal Record Checks

The successful 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 successful Contractor. The Department shall not confirm to the successful Contractor the existence or nonexistence of any criminal history record information. In order to carry out this records check, the successful Contractor shall provide, prior to commencing services upon institution property, the following data for any individual successful 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 successful Contractor's staff shall submit to fingerprinting by the Department of Corrections for submission to the Federal Bureau of Investigation (FBI). The successful Contractor shall not consider new employees to be on permanent status until a favorable report is received by the Department from the FBI.

The successful Contractor shall ensure that the Contract Manager or designee is provided the information needed to have the NCIC/FCIC background check conducted prior to any new successful Contractor staff being assigned to work under the Contract. The successful Contractor

shall not assign any individual to work under the Contract, who has not had an NCIC/FCIC background check conducted.

No person who has been barred from any Department facility shall provide services under this Contract at another Department facility.

The successful 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 successful Contractor's agency that are independent of the contracted services.

Note: A felony or first-degree misdemeanor conviction, a plea of guilty or nolo contendere to a felony or first-degree misdemeanor crime, or adjudication of guilt withheld to a felony or first-degree misdemeanor crime does not automatically bar the successful Contractor from assigning an employee to work under this contract. However, the Department reserves the right to prior approval in such cases. Generally, two (2) years with no criminal history is preferred. The successful Contractor shall make full written report to the Contract Manager or designee within three (3) calendar days whenever an employee has a criminal charge filed against them or arrest or receives a Notice to Appear for violation of any criminal law involving a misdemeanor or felony or ordinance, (except minor violations for which the fine or bond forfeiture is two hundred dollars (\$200) or less, or when successful Contractor or successful Contractor's staff has knowledge of any violation of the laws, rules, directives or procedures of the Department.

3.11.3 Staff Conduct

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

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

The successful Contractor's staff shall not display favoritism to, or preferential treatment of, one inmate or group of inmates over another.

The successful Contractor's staff shall not deal with any inmate except in a relationship that supports services under this Contract. Specifically, staff members must never accept for themselves or any member of their family, any personal (tangible or intangible) gift, favor, or service from an inmate or an inmate's family or close associate, no matter how trivial the gift or service may seem. The successful Contractor shall report to the 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 inmates, their family or close associates.

The successful Contractor's staff shall not enter into any business relationship with inmates or their families (example – selling, buying or trading personal property), or personally employ them in any capacity.

The successful Contractor's staff shall not have outside contact (other than incidental contact) with any inmate or their family or close associates, except for those activities that are to be rendered under the Contract.

The successful Contractor's staff shall not engage in any conduct which is criminal in nature or which would bring discredit upon the successful Contractor or the State. In providing services pursuant to

this Contract, the successful Contractor shall ensure that its employees avoid both misconduct and the appearance of misconduct.

Any violation or attempted violation of the restrictions referred to in this section regarding employee conduct shall be reported by phone and in writing to the Contract Manager or designee, including proposed action to be taken by the successful Contractor. Any failure to report a violation or take appropriate disciplinary action against the offending party or parties shall subject the successful Contractor to appropriate action, up to and including termination of this Contract.

The successful Contractor shall report any incident described above, or requiring investigation by the successful Contractor, in writing, to the Contract Manager or designee within twenty four (24) hours, of the successful Contractor's knowledge of the incident.

3.12. Training, Training Materials, Instructional Brochures

The contractor shall develop and provide on-going training, throughout the contract term, for Department staff on the operational use of the inmate telephone service and system and the use of all associated equipment and services, specifically training in use of monitoring and reporting functionality.

The successful Contractor shall provide all materials and equipment necessary to perform the training and shall utilize actual equipment utilized under the resulting Contract. Approved training curriculum and/or user manuals shall be made available for Department staff participating in each training session. Additional training manuals shall be provided upon request of the Contract Manager or designee.

The successful Contractor shall provide a sufficient number of instructional brochures to friends and families explaining the inmate telephone service including rates for collect calls.

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

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

3.13. Performance Measures

Upon execution of this contract, successful Contractor agrees to be held accountable for the achievement of certain performance measures in successfully delivering services under this Contract. The following Performance Measure categories shall be used to measure successful Contractor's performance and delivery of services.

Note: the successful Contractor shall comply with all contract terms and conditions upon execution of contract and the Department may monitor each site upon implementation of services at that site to ensure that contract requirements are being met.

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

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

3.13.1 Performance Outcomes and Standards

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

1. Completion of Routine Service

Outcome: All requests for routine service (as defined in Section 1.24) shall be completed within twenty-four (24) hours of request for service from the Department, unless otherwise excepted.

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

Standard: Ninety percent (90%) of routine service requests shall be completed within twenty-four (24) hours of notice from the Department.

2. Completion of Major Emergency Repair Service

Outcome: All major emergency repair service (as outlined in Section 3.8.8) shall be completed within twelve (12) hours of request for repair from the Department, unless otherwise excepted.

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

Standard: Ninety percent (90%) of major emergency repair service shall be completed within twelve (12) hours of notice from the Department.

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

Outcome: The successful Contractor shall provide the Commission and Call Detail Report to the Contract Manager or designee as specified in Section 7.3.3 within thirty (30) days of the last day of the successful Contractor's regular billing cycle.

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

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

Upon execution of this Contract, the successful Contractor hereby acknowledges and agrees that its performance under the Contract shall meet the standards set forth above. Any failure by the successful Contractor to achieve any outcome and standard identified above may result in assessment of Liquidated Damages as provided in Section 3.15. Any such assessment and/or subsequent payment thereof shall not affect the successful Contractor's obligation to provide services as required by this Contract.

3.13.2 Other Contract Requirements

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

- Inmate Telephone System Functionality (as outlined in section 3.6)
- Transition/Implementation/Installation of System;
- Bi-Annual Audit;
- Timely Submittal of Corrective Action Plans (when applicable);
- Compliance with Other Terms and Conditions of the Contract not involving delivery of services otherwise listed above.

Measure: Failure to meet the agreed-upon Final Transition/Implementation/Installation schedule or failure to meet (compliance with other terms and conditions of the contract or contract requirements listed above) may result in the imposition of liquidated damages.

3.14 Monitoring Methodology

3.14.1 Performance Outcomes and Standards

The Department's Contract Manager or designee for contract monitoring will monitor the successful Contractor's service delivery to determine if the successful Contractor has achieved the required level of performance for each Performance Outcome and Standard identified in Section 3.13.1. **Performance measures shall be assessed as specified beginning the second month after services have been implemented.** If the Department determines that the successful Contractor has failed a Performance Outcome and Standard, the successful Contractor will be sent a formal contract communication requesting a Contractive Action Plan in accordance with Section 3.13.1. Note: The successful Contractor shall correct all identified non-compliant service delivery related to failure to meet the Performance Outcomes and Standards identified in Section 3.13.1, however, this shall not negate the fact that a performance outcome and standard has not been met and that liquidated damages may be imposed.

3.14.2 Other Contract Requirements

Monitoring for Other Contract Requirements, identified in Section 3.13.2 shall be conducted no less than twice a year. Such monitoring may include, but is not limited to, both announced and unannounced site visits.

The Department's Contract Manager or designee will provide a written monitoring report to the successful Contractor. Non-compliance issues identified by the Contract Manager or designee will be identified in detail to provide opportunity for correction, where feasible.

Within ten (10) days of receipt of the Department's monitoring report, the successful Contractor shall provide a formal Corrective Action Plan (CAP) in response to all noted deficiencies to include responsible individuals and required time frames for achieving compliance. Such time frames for compliance shall not exceed thirty (30) days, unless specifically agreed upon in writing by the Department. All noted deficiencies shall be corrected within the time frames identified or the Department may impose liquidated damages in accordance with Section 3.15. The Contract Manager, 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 successful Contractor to correct deficiencies for Other Contract Requirement violations identified in the monitoring report within the time frame specified in the CAP may result in application of Liquidated Damages as specified in Section 3.15.

3.14.3 Repeated Instances

Repeated instances of failure to meet either the Performance Outcomes and Standards or Other Contract Requirements or to correct deficiencies may, in addition to imposition of liquidated damages, result in determination of Breach of Contract, and/or termination of the Contract in accordance with Section 7.2, Termination.

3.15 Liquidated Damages

Upon execution of this Contract that results from this ITN, the successful Contractor expressly agrees to the imposition of liquidated damages.

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

3.15.1 Liquidated Damages For Failure to meet Performance Outcomes and Standards

The successful Contractor hereby acknowledges and agrees that its performance under the Contract shall meet the Performance Outcomes and Standards set forth in Section 3.13.1. If the successful Contractor fails to meet any Performance Outcomes and Standards, the Department may impose Liquidated Damages in the amount of **\$2,500.00 per standard per institutional site**. Repeated failure to meet performance outcomes and standards in consecutive months will result in liquidated damages being doubled.

3.15.2 Liquidated Damages For Other Contract Requirements

For failure to meet other contract requirements, set forth in subsection 3.13.2, the Department may impose liquidated damages in the amount of **\$1,000 per requirement per institutional site**. Repeated failure to meet the other contract requirements in consecutive months will result in liquidated damages being doubled.

3.16 Deliverables

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

1. Inmate telephone services as described in this ITN.
2. A telephone calling system and database for monitoring purposes.
3. All related equipment as set forth in Section 3.8.
4. Reporting as set forth in Section 3.10.
5. Compliance with contract terms and conditions.

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SECTION 4 – PROCUREMENT RULES AND INFORMATION

4.1 Procurement Manager

Questions related to the procurement should be addressed to:

Julyn Hussey, Procurement Manager
Florida Department of Corrections
Bureau of Procurement and Supply
501 South Calhoun Street
Tallahassee, Florida 32399-2500
Telephone: (850) 717-3699
Fax: (850) 488-7189
E-mail: hussey.julyn@mail.dc.state.fl.us

Pursuant to Section 287.057(23), Florida Statutes, Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the seventy-two (72) hour period following the agency posting 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 Manager or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a Proposal.

Questions will only be accepted if submitted in writing and received on or before the date and time specified in the Timeline (Section 4.2). Responses to questions will be posted on the Vendor Bid System (VBS) on or about the date referenced in the Timeline (Section 4.2).

Any person requiring special accommodation in responding to this solicitation because of a disability should call the Bureau of Procurement and Supply at 850-717-3700 at least five (5) days prior to any pre-solicitation conference, solicitation opening or meeting. If you are hearing or speech impaired, please contact the Bureau of Procurement and Supply by using the Florida Relay Service, which can be reached at 1-800-955-8771 (TDD).

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

4.2 Timeline

Listed below are the important actions and dates/times by which the actions must be taken or completed. If the Department finds it necessary to change any of these dates/times, it will be accomplished by addendum. All listed times are local time in Tallahassee, Florida (Eastern Time).

	<u>DATE</u>	<u>TIME</u>	<u>ACTION</u>
4.2.1	04/15/13		Release of ITN to public, posted on VBS.
4.2.2	04/29/13	10:00 a.m.	Non-mandatory site visit and pre-proposal conference
4.2.3	05/08/13	5:00 p.m.	Last day for written inquiries to be received by the Department
4.2.4	05/13/2013		Anticipated date that written responses to written inquiries will be posted on the VBS
4.2.5	05/21/2013	2:00 p.m.	ITN response due date and response opening
4.2.6	05/23/2013		Anticipated date of evaluation/negotiation team training

4.2.7	05/22/2013 – 05/31/2013		Evaluations/scoring
4.2.8	06/3/2013 – 06/4/2013		Anticipated DC to send invitation dates to hold negotiation meetings
4.2.9	06/10/2013 – 06/12/2013		Anticipated dates of negotiations
4.2.10	06/14/2013		Anticipated date for DC to send request for Best and Final Offers (BAFO)
4.2.11	06/18/2013		Anticipated date to submit BAFO
4.2.12	06/25/2013 – 06/28/2013		Anticipated posting of intended decision
4.2.13	07/08/2013		Anticipated contract start date
4.2.14	09/25/2013		End of the 80-day transition period

4.3 Procurement Rules

4.3.1 Submission of Responses

Each response shall be prepared simply and economically, providing a straightforward, concise delineation of the Respondent’s capabilities to satisfy the requirements of this ITN. Elaborate bindings, colored displays, and promotional material are not desired. Emphasis in each response must be on completeness and clarity of content. In order to expedite the evaluation of responses, it is essential that Respondents follow the format and instructions contained in Section 5, Response Submission Requirements.

Responses are due at the time and date specified in the Timeline (Section 4.2) at the Department of Corrections, and shall be submitted to the attention of the Procurement Manager at the address listed in Section 4.1. Responses received late (after the ITN response due date and time) will not be considered and no modification by the Respondent of submitted responses will be allowed, unless the Department has made a request for additional information. No Department staff will be held responsible for the inadvertent opening of responses not properly sealed, addressed or identified.

4.3.2 Response Opening

Responses are due and will be publicly opened at the time and date specified in the Timeline (Section 4.2). The public opening will take place at the Department of Corrections, Bureau of Procurement and Supply, 501 South Calhoun Street, Tallahassee, Florida 32399-2500. The name of all Respondents submitting responses will be made available to interested parties upon written request to the Procurement Manager listed in Section 4.1.

4.3.3 Costs of Preparing Responses

The Department is not liable for any costs incurred by a Respondent in preparing and responding to this ITN, including oral presentations, if applicable.

4.3.4 Disposal of Proposals

All responses 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 response will not affect this right.

4.3.5 Rules for Withdrawal

A submitted response may be withdrawn by submitting a written request for its withdrawal to the Department, signed by an authorized representative of the Respondent, within seventy-two (72) hours after the response submission date indicated in the Timeline. Any submitted bid shall remain a valid bid for three hundred and sixty five (365) days after the bid submission date.

4.3.6 Rejection of Responses

The Department shall reject any or all responses containing material deviations. In determining whether a bid contains a material deviation or a minor irregularity, the Department will use the definitions of those terms set forth in Section 1.

4.3.7 Site Visit/Pre-Proposal Conference

All interested vendors may attend a non-mandatory site visit and pre-proposal conference to become familiar with the facility/work site that may in any manner affect the work to be done. The purpose of the conference is to discuss the contents of this ITN and to accept verbal questions and recommended changes. During the Pre-Proposal Conference the Department will accept verbal questions during the conference 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 verbal questions subsequently submitted in writing in accordance with Section 4.3.8. This written response will be provided to all prospective Respondents via posting on the VBS 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 shall not be binding upon the Department.**

Attendance at this event is highly recommended. The Department has set a specific date for the site visit and pre-proposal conference according to the schedule below. The Department will not allow visits for individual vendors at any other time.

All attendees must provide the name(s) of persons attending the Site Visit and Pre-Proposal Conference **for a background check to be conducted, at least four (4) business days prior to the event. This information should be submitted to OCMM-Calendar@mail.dc.state.fl.us** and must include the following information for all attendees: **Attendee's Full Name, Social Security Number, Date of Birth and Driver's License Number.**

All Department security procedures shall apply.

Persons present as attendees must be the same individuals for whom information was provided and must be approved by the Department prior to the site visit. For security reasons, admittance of any person not previously approved is at the sole discretion of the Warden. Vendors who did not seek prior approval may be denied access. Attendees must present photo identification at the site.

Schedule of Site Visit and Pre-Proposal Conference

Monday, April 29, 2013, 10:00 a.m., ET
Wakulla Correctional Institution (Administration Building)
110 Melaleuca Drive
Crawfordville, Florida 32327-4963

4.3.8 Inquiries

4.3.8.1 Any inquiries from Respondents concerning this ITN shall be **submitted in writing**, identifying the submitter, to the Procurement Manager identified in Section 4.1 of this

ITN and must be received no later than the date and time specified in the Timeline (Section 4.2). **E-mail inquiries are preferred.** It is the responsibility of the Respondent to confirm receipt of inquiries.

4.3.8.2 Interested parties shall examine this ITN to determine if the Department's requirements are clearly stated. If there are any requirements that restrict competition, Respondents may request, in writing, to the Department that the requirements be changed. The Respondent who requests changes to the Department's requirements must identify and describe their difficulty in meeting the Department's requirements, must provide detailed justification for a change, and must recommend changes to the requirements. Requests for changes to this ITN must be received by the Department no later than the date shown for written inquiries in the Timeline (Section 4.2). A Respondent's failure to request changes by the date described above shall be considered to constitute Respondent's acceptance of the Department's requirements. The Department shall determine what changes to this ITN would be acceptable to the Department. If required, the Department will issue an addendum reflecting the acceptable changes to this ITN, which shall be posted on VBS, in order that all Respondents shall be given the opportunity of proposing to the same requirements.

4.3.9 Addenda

If the Department deems it necessary to supplement, modify or interpret any portion of the solicitation or exhibits, addenda and materials relative to this procurement, it will be posted on the Florida Vendor Bid System at http://vbs.dms.state.fl.us/vbs/main_menu. **Interested parties are responsible for monitoring this site for new or changing information or clarifications relative to this procurement.**

4.3.10 Price/Cost Discussions

Any discussion by a Respondent 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 Respondent's response.

4.3.11 Verbal Instructions

No negotiations, decisions, or actions shall be initiated or executed by the Respondent as a result of any discussions with any Department employee. Only those communications which are in writing from the Department's staff identified in Section 4.1 of this ITN shall be considered a duly authorized expression on behalf of the Department. Only communications from the Respondent's representative which are in writing and signed will be recognized by the Department as duly authorized expressions on behalf of the Respondent.

4.3.12 No Prior Involvement and Conflicts of Interest

The Respondent 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 Respondent. 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 Respondent 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.

4.3.13 State Licensing Requirements

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

4.3.14 MyFloridaMarketPlace Vendor Registration

All vendors 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 on the MyFloridaMarketPlace system, unless exempted under subsection 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 system, unless exempted by rule. A vendor not currently registered in the MyFloridaMarketPlace system shall do so within 5 days after posting of intent to award.

Registration may be completed at:

http://dms.myflorida.com/business_operations/state_purchasing/myflorida_marketplace/vendors.

Those lacking internet access may request assistance from MyFloridaMarketPlace Customer Service at 866-352-3776 or from State Purchasing, 4050 Esplanade Drive, Suite 300, Tallahassee, Florida 32399.

4.3.15 Scrutinized Companies List

Pursuant to Section 287.135, F.S., an entity or affiliate who has been placed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List is ineligible for and may not bid on, submit a Proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more.

In executing a contract resulting from this ITN and any subsequent renewals, the successful Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes. Pursuant to Section 287.135(5), F.S., the successful Contractor agrees the Department may immediately terminate this contract for cause if the successful Contractor is found to have submitted a false certification or if successful Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the contract. Additionally, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

4.3.16 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.

4.3.17 Confidential, Proprietary, or Trade Secret Material

The Department takes its public records responsibilities as provided under chapter 119, Florida Statutes and Article I, Section 24 of the Florida Constitution, very seriously. If the Respondent 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, Florida Statutes, the Florida Constitution or other authority, the Respondent 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 Respondent on the cover, and shall be clearly titled "Redacted Copy." The redacted copy shall be provided to the Department at the same time the Respondent submits its response to the solicitation and must only exclude or redact those exact portions which are claimed confidential, proprietary, or trade secret. The Respondent 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 Respondent shall protect, defend, and indemnify the Department for any and all claims arising from or relating to Respondent's determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise not subject to disclosure. If the Respondent fails to submit a Redacted Copy with its response, the Department is authorized to produce the entire documents, data or records submitted by the Respondent 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.

4.3.18 Disclosure of Response 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 Respondent or its agents. All replies shall become the property of the Department and shall not be returned to the Respondent. 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 response shall not affect this right.

4.4. 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 to award a contract, reject all responses, or to cancel or withdraw the solicitation.

The Notice of Agency Decision will be posted on or about the date shown in the Timeline (Section 4.2) 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 http://vbs.dms.state.fl.us/vbs/main_menu.

4.5 Filing of Notices of Intent to Protest or Formal Protests

Pursuant to Section 120.57(3), Florida Statutes and PUR 1001 #20, a Notice of Protest or Formal Written Protest shall be filed with the Clerk of the Agency, located at 501 South Calhoun Street, Tallahassee, Florida 32399-2500, (telephone 850-717-3605). Protest related documents may be hand-delivered to the Clerk of the Agency by entering the Calhoun Street entrance and asking the person at the Security Desk to call the agency clerk to come down to the entrance to receive the documents for filing. Documents left at the Security Desk will not be considered filed until received by the Agency Clerk. Formal protests may not be faxed. Protest documents received after hours will be filed the next business day. Protests sent to the Procurement Manager by any means (mail, fax or email), will not be considered filed with the Agency Clerk until they are received at the Carlton building address. To the extent anything in this section conflicts with PUR 1001, this section controls. Failure to file a notice of protest or formal written protest of the specifications or the agency's intended agency action within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Pursuant to Section 287.042(2)(c), Florida Statutes, a formal written protest must be accompanied by a bond written by a Surety Company licensed to do business in the State of Florida payable to the Department

of Corrections in an amount equal to one percent (1%) of the estimated total value of the proposed contract amount submitted by the protestor. The amount of the bond will be provided by the Department's Office of General Counsel/Contracts Section and can be obtained by contacting the appropriate staff at (telephone number 850-717-3605, facsimile number 850-922-4355). In lieu of a bond, the Department may accept a cashier's check, official bank check, or money order in the amount of the bond.

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SECTION 5 – RESPONSE SUBMISSION REQUIREMENTS

The Respondent shall supply one (1) signed original and six (6) copies of their Response, in writing, on paper, and six (6) electronic copies, in pdf format, on CD with each copy being on its own CD. If Respondent submits a redacted copy of the Response as outlined in Section 4.3.20, then the Respondent shall also submit one (1) electronic copy of their redacted Response in pdf format, on CD. The submitted CDs shall not be “password protected”. **Each shall be clearly marked “ITN #12-DC-8396 – Statewide Inmate Telephone Services.**

The Response shall include the Initial Cost Sheet. The Initial Cost Sheet must be completed utilizing the Cost Information Sheet forms for Table 1 and Table 2, which is provided at the end of this ITN document. The Cost Information Sheet forms must be filled out completely and in accordance with instructions set forth in Section 5.9 of this ITN.

Project Proposal Format and Contents

This section prescribes the format in which the Responses are to be submitted. There is no intent to limit the content of the response. Additional information deemed appropriate by the Respondent may be included, but should be placed within the relevant section. **Additional tabs beyond those designated in this section may not be evaluated.** The following paragraphs contain instructions that describe the required format for proposals.

Responses shall be limited to a page size of eight and one-half by eleven inches (8.5” x 11”). Fold out pages may be used, where appropriate, but should not exceed five percent (5%) of the total number of pages of the entire response. All pages shall be sequentially numbered. It is recognized that existing financial reports, documents, or brochures, may not comply with the just-prescribed format. They will be acceptable in current form and need not be reformatted.

All Responses must contain the sections outlined below. Those sections are called “Tabs.” A “Tab”, as used here, is a section separator, offset and labeled, (Example: “Tab 1, Mandatory Responsiveness Requirements”), such that the Evaluation Committee can easily turn to “Tabbed” sections during the evaluation process. Failure to have all copies properly “tabbed” makes it much more difficult for the Department to evaluate the proposal.

5.1 Tab 1 - Mandatory Responsiveness Requirements/Fatal Criteria

The following terms, conditions, or requirements must be met by the Respondent to be considered responsive to this ITN. **These responsiveness requirements are mandatory. Failure to meet these responsiveness requirements will cause rejection of a response.** Note: Copies of rejected responses will be retained in the ITN file.

- 5.1.1** It is **mandatory** that the Response package is received by the Department by the date and time specified in Section 4.2., Timeline.
- 5.1.2** It is **mandatory** that the Respondent sign, have certified by a notary public, and return the “Certification Attestation Page” (**ATTACHMENT 1**). The Certification Attestation Page should be inserted under **Tab 1**.
- 5.1.3** It is **mandatory** that the Respondent submit the Initial Cost Sheets and insert under **Tab 10** of the Response as specified in Section 5.9, Initial Cost Sheets.

5.2 Tab 2 - Statement of Qualifications

5.2.1 Respondents’ Business/Corporate Experience

The following details of the Respondent's qualifications and experience to perform the services sought through this Invitation to Negotiate shall be provided in narrative form and in sufficient detail so that the Department is able to judge its complexity and relevance. This information should be included under Tab 2 of the Response. Specifically:

- a. provide a description of Respondent's corporate purpose and approach as it pertains to inmate telephone services or other services similar to those sought in this Invitation to Negotiate.
- b. provide the Respondent's business plan and administrative structure. Describe the Respondent's organizational structure, depicting clear lines of authority.
- c. identify no less than three (3) or more than ten (10) current and/or past (within five (5) years) contracts for the provision of services similar to those identified in this ITN that fully demonstrate/illustrate that the Respondent has the experience and ability to completely and timely perform all services contemplated by this ITN.
- d. provide for both the Respondent and Respondent's personnel, copies of any and all documents regarding complaints filed, investigations made, warning letters or inspection reports issued, or any disciplinary action imposed by Federal or State oversight agencies within the past five (5) years.
- e. provide and identify all entities of or related to the Respondent (including parent company and subsidiaries of the parent company; divisions or subdivisions of parent company or of Respondent), that have ever been convicted of fraud or of deceit or unlawful business dealings whether related to the services contemplated by this ITN or not, or entered into any type of settlement agreement concerning a business practice, including services contemplated by this ITN, in response to a civil or criminal action, or have been the subject of any complaint, action, investigation or suit involving any other type of dealings contrary to federal, state, or other regulatory agency regulations. The Respondent shall identify the amount of any payments made as part of any settlement agreement, consent order or conviction.
- f. provide the name and current telephone number and address for the specified contract manager for each identified contract.
- g. provide a summary of any exemplary or qualitative findings, recommendations, or other validations, demonstrating operational experience. (i.e., specialized accreditations, grant awards, etc.).
- h. provide information indicating whether the Respondent intends to provide 100% of services directly or intends to utilize subcontractors and if so, provide identification of all subcontractors performing 30% or more of direct service delivery (non-support based services). Include a statement indicating the percentage of work to be completed by the Respondent and each subcontractor as measured by percentage of the total contract.

5.2.2 Respondent's Business/Corporate Entity Details

Please provide the following corporate entity details for the Respondent and each subcontractor (if subcontracting is indicated). This information should be included under Tab 2 of the Response.

- a. date established;
- b. ownership (public company, partnership, subsidiary, etc.);
- c. primary type of business;
- d. total number of employees;
- e. information indicating that the Respondent is a corporation or other legal entity, if applicable.
- f. 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;
- g. Proof that the Respondent is registered to do business in Florida, evidenced by Articles of Incorporation or Fictitious Name Registration and a copy of the most recent Certification of Good Standing. (This information may be obtained from the State of Florida's, Secretary of

State's Office). If not registered, response shall provide evidence of their application for registration. In addition, the Respondent's corporate charter number or fictitious name file number, if applicable, must be provided as well as assurances that, if necessary, any subcontractors proposed will also be licensed to do business in Florida.

- h. Respondent's federal tax identification number or social security number, as applicable to the legal entity that will be performing as Primary Contractor under any resultant Contract.
- i. List of names known to the Respondent/subcontractor of any Department employees having a direct or indirect financial interest in the Respondent's/subcontractor's company. An indirect financial interest means a financial interest in the Respondent's/subcontractor's company by a member of a Department employee's immediate family.

5.2.3 Organizational Charts

The Respondent shall provide an organizational chart outlining the hierarchy of key contract personnel for the Contract proposed under this ITN.

5.2.4 Key Project Personnel

The Respondent shall provide biographies or curriculum vitae and qualifications of the inmate telephone service System Administrator to be assigned to the Contract. Such information shall demonstrate the required experience in provision of telephone services in a correctional or law enforcement setting.

In addition, the Respondent shall provide general job descriptions outlining the duties and responsibilities of the Field Repair/Site Technician and Service Representatives to be utilized to perform service tasks. Job description should include specific job functions, and minimum qualifications of the identified position.

5.3 Tab 3 - Technical Response

The Respondent shall provide a narrative Technical Response identifying how Respondent will meet the Statement of Services Sought of this ITN. The response shall fully describe the Respondent's proposed methodology for meeting the Department's requirements for service delivery outlined in Section 2 and Section 3, specifically addressing all proposed systems, equipment, reports, staffing and any value-added services. In addition, the Respondent shall provide an Estimated Implementation and Transition Date Schedule to demonstrate transition of service within the prescribed time frames. The Technical Response shall be prepared in such a manner that it will be understandable to individuals on a programmatic and management level. The Respondent shall insert the required information for this Section under **Tab 3** of the response.

5.4 Tab 4 – Managed Access Solution

The Respondent shall provide a narrative identifying how Respondent will provide services for a Managed Access Solution. The Respondent shall insert the required information for this Section under **Tab 4** of the response.

5.5 Tab 5 – Respondent's Financial Documentation

The Respondent shall provide financial documentation that is sufficient to demonstrate its financial viability to perform the Contract resulting from this ITN. Three of the following five minimum acceptable standards shall be met, one of which must be either item d, or item e, below. The respondent shall insert the required information under **Tab 5** of the response.

- a. Current ratio: $\geq .7:1$ or (0.7)

Computation: Total current assets ÷ total current liabilities

- b. Debt to net worth: $\leq 6:1$

Computation: Total liabilities ÷ total net worth

- c. Dunn & Bradstreet Supplier Evaluation Risk Rating (SER): ≤ 4 (on a scale of 1-9). If the respondent, in its own assessment of these financial viability requirements, needs this element to meet 3 of the 5 standards, the respondent must request a Supplier Evaluation Risk Rating (SER) from Dunn & Bradstreet (D&B) and provide a copy of the SER to the Department with the original bid package. Otherwise, it is not required to submit the SER, unless the respondent is uncertain of the Department's evaluation of all of these requirements. To obtain a SER Rating, contact the D&B Customer Resource Center at (800) 333-0505.

- d. Minimum existing sales or revenue: $\geq \$100.0$ million

- e. Total equity: $\geq \$10.0$ million

NOTE: The Department acknowledges that privately held corporations and other business entities are not required by law to have audited financial statements. In the event the Respondent is a privately held corporation or other business entity whose financial statements ARE audited, such audited statements shall be provided. If the privately held corporation or other business entity does not have audited financial statements, then financial statements that are reviewed in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants shall be provided.

The Department also acknowledges that a Respondent may be a wholly-owned subsidiary of another corporation or exist in other business relationships where financial data is consolidated. Financial documentation is requested to assist the Department in determining whether the Respondent has the financial capability of performing the contract to be issued pursuant to this ITN. The Respondent MUST provide financial documentation sufficient to demonstrate such capability including, wherever possible, financial information specific to the Respondent itself. All documentation provided will be reviewed by an independent CPA and should, therefore, be of the type and detail regularly relied upon by the certified public accounting industry in making a determination or statement of financial capability.

To determine the above ratios and other financial requirements, the most recent available and applicable financial statement for the Respondent **shall be** provided. All financial statements must be presented in accordance with accounting principles generally accepted in the United States of America. This documentation **shall include:**

- 5.5.1** The most recently issued audited financial statements (or if unaudited, reviewed in accordance with Statements on Standards for Accounting and Review Services, issued by the American Institute of Certified Public Accountants). All financial statements shall include the following for the most recent, audited or reviewed financial statements for the respondent's fiscal year or calendar year, ended no earlier than 2011.

- a. Independent Accountants' report on the financial statements;
- b. Balance Sheet;
- c. Statements of Income (and Comprehensive Income, if applicable);
- d. Statement of Changes in Equity;
- e. Statement of Cash Flows;
- f. Notes to Financial Statements;
- g. A copy of the Dunn & Bradstreet Supplier Evaluation Risk Rating dated on or after June 1, 2012 (if necessary).

5.5.2 If the year end of the most recent completed audit (or review) is earlier than nine (9) months prior to the issuance date of this ITN, then the most recent unaudited financial statement (consisting of items b, c, d, and e above) shall also be provided by the Respondent in addition to the audited or reviewed financial statement required in Section 5.5. The unaudited financial data will be averaged with the recent fiscal year audited (or reviewed) financial statement data, to arrive at the given ratios, and sales and equity requirements.

5.5.3 Failure to provide any of the aforementioned financial information may result in the respondent's disqualification.

5.6 Tab 6 - Business/Corporate References

The Respondent shall furnish a minimum of three (3) business/corporate references with their response package submission, utilizing the form provided as **Attachment 2** of this ITN to support Respondent's stated business/corporate experience outlined in Section 5.2. The Procurement Manager will use **Attachment 3** to verify the Respondent's business/corporate experience. **Current or former employees of the Department may NOT be used and will NOT be accepted as corporate references.** Business/Corporate References shall be inserted under **Tab 6** of the Response. In addition to the three (3) business/corporate references provided by the Respondent, the Department reserves the right to contact other reference sources.

5.7 Tab 7 - Contact for Contract Administration

The Respondent shall complete **ATTACHMENT 4** of this ITN and insert it under **Tab 7** of the Response.

5.8 Tab 8 - Addendum Acknowledgment Form

The Respondent shall complete and insert each Addendum Acknowledgment Form received (example shown as **ATTACHMENT 5** of this ITN) under **Tab 8** of the Response, if appropriate.

5.9 Tab 9 - Minority/Veteran Business Enterprise Certification

If applicable, the Respondent shall provide a current and valid copy of their certification as a minority or veteran business enterprise issued by the Office of Supplier Diversity, (formerly called the Commission on Minority Economic Business and Development), and insert it under **Tab 9** of the response.

5.10 Tab 10 - Initial Cost Sheets

It is the Department's intention, through the ITN process, to generate the highest percentage of revenue for the State commensurate with reasonable and justifiable telephone call rate charges for inmate's family and friends similar to those available to the public-at-large. Initial costs should be submitted with the most favorable terms the Respondent can offer in terms of highest commission and lowest phone rates (Table 1). Initial cost points will be awarded on weighted criteria as established in Section 6. Additional Pricing Options (Table 2) are requested for negotiation purposes only. Commission structure, telephone rates and a managed access solution will be negotiated. Best and Final Offers from Respondents will be solicited to establish the lowest possible telephone rates and surcharges accompanied by the highest percentage of revenue to be paid to the Department, and most beneficial value added service. The Respondent shall complete and insert the Initial Cost Sheet under **Tab 10** of the response.

SECTION 6 – REVIEW, EVALUATION AND NEGOTIATION PROCESS

The Department will conduct a comprehensive, fair, and impartial review and evaluation of all responses received in response to this ITN in compliance with the due dates specified in the Timeline (Subsection 4.2). The review and evaluation will be conducted in accordance with the process set forth in Section 6.1, Review and Evaluation Process. The Department intends to negotiate with one or more qualified Respondents as best suit the needs of the Department.

Issuance of the ITN in no way constitutes a commitment by the Department to award a contract.

This section provides an overview of the response review, evaluation and negotiation process. It follows the process from response receipt to final contract award. The process itself is divided into nine separate phases. These phases are:

- Phase 1 – Public Opening and Review of Mandatory Responsiveness Requirements (Tab 1 and Tab 10)
- Phase 2 – Review of References and Other Bid Requirements (Tabs 6, 7, 8 and 9)
- Phase 3 – Evaluations of Statement of Qualifications (Tab 2), Technical Responses (Tab 3) and Managed Access Solutions (Tab 4)
- Phase 4 – CPA Review of Financial Documentation (Tab 5)
- Phase 5 – Review of Initial Cost Sheets (Tab 10)
- Phase 6 – Determination of Final Scores
- Phase 7 – Negotiations
- Phase 8 – Best and Final Offers from Respondents
- Phase 9 – Notice of Intended Decision

Phases 1, 2, 5, 6, and 10 will be performed by staff members of the Department’s Bureau of Procurement and Supply (BPS).

Phases 3, 7 and 8 will be completed by the Response Evaluation/Negotiation Committee. A Response Evaluation/Negotiation Committee will be established to assist the Department in the evaluation and selection of the three highest ranking responses. Any response failing to meet mandatory responsiveness requirements will **not** be evaluated. The committee will evaluate the Statement of Qualifications (Categories 1-5) of all responses that meet mandatory responsiveness requirements/fatal criteria. The Response Evaluation/Negotiation Committee will score the Statement of Qualifications and Technical Proposal according to established criteria. This same team of individuals will conduct negotiations with one or more qualified Respondents. The Department reserves the right to make changes to the foregoing committee in the best interests of the Department.

Phase 4 will be completed by an Independent Certified Public Accountant.

Response Review and Evaluation Points

The following shows the maximum number of points that may be awarded for each part of the submitted response package:

1.	Mandatory Responsiveness Requirements/Fatal Criteria	0 points
2.	Category 1 – Statement of Qualifications	500 points
3.	Category 2 - Technical Response	350 points
4.	Category 3 – Managed Access Solution	50 points
4.	Initial Cost Sheets	100 points
	TOTAL POSSIBLE POINTS for INITIAL RANKING	1000 points

6.1 Review and Evaluation Process

6.1.1 Phase 1 – Public Opening and Review of Mandatory Responsiveness Requirements (Tab 1 and Tab 10)

Responses will be publicly opened at the date and time specified in Subsection 4.2, Timeline. Responses will be reviewed by BPS staff to determine if they comply with the mandatory responsiveness requirements listed in Section 5 of the ITN. This will be a **yes/no** review, conducted by BPS staff, to determine if all requirements have been met. **Failure to meet any of these mandatory responsiveness requirements will render a response non-responsive and result in rejection of the entire response. Further evaluation will not be performed.** No points will be awarded for passing the mandatory responsiveness requirements.

6.1.2 Phase 2 – Review of References & Other Submission Requirements (Tabs 6, 7, 8 and 9)

The Bureau of Procurement and Supply staff will review Business/Corporate References as provided by the Respondent in Section 5 of this ITN and may contact references for additional information/verification of business experience. In addition, staff will review other response submission requirements as determined necessary. The Department is not limited to verifying references submitted solely by the Respondent and may utilize other sources.

6.1.3 Phase 3 – Evaluation of the Statement of Qualifications (Tab 2), Technical Response (Tab 3) and Managed Access Solution (Tab 4)

Only those responses which have met the mandatory responsiveness requirements will be considered responsive and will be delivered to the Evaluation Team to be evaluated as described in Phase 3. **Evaluation criteria to be utilized in evaluation of each category, Statement of Qualifications and Technical Response are listed in Attachment 6. Evaluation criteria may also be listed throughout the ITN.**

6.1.3.1 Category 1 – Respondent’s Statement of Qualifications

The Respondent’s “Statement of Qualifications” (Tab 3) will be evaluated by the Evaluation Team based on the information supplied by the Respondent as required in Section 5 of the ITN. A maximum of 500 points will be given to the Respondent that received the highest number of total points for the Statement of Qualifications category. Points for the other responses will be determined using the following formula:

$$(X / N) \times 500 = Z$$

Where: N = highest **actual** points received by any response.
 X = actual points received by Respondent.
 Z = awarded points.

6.1.3.2 Category 2 – Technical Response

The Respondent’s “Technical Response” (Tab 3) will be evaluated based on the information supplied by the Respondent in response to Section 5 of the ITN.

A maximum of 350 points will be given to the Respondent that received the highest number of points for the Technical category. Points for the other responses will be determined using the following formula:

$$(X / N) \times 350 = Z$$

Where: N = highest **actual** points received by any response.
X = actual points received by the Respondent's response.
Z = awarded points.

6.1.3.3 Category 3 – Managed Access Solution

The Respondent's "Managed Access Solution" (Tab 4) will be evaluated based on the information supplied by the Respondent in response to Section 5 of the ITN.

A maximum of 50 points will be given to the Respondent that received the highest number of points for the Managed Access Solution category. Points for the other responses will be determined using the following formula:

$$(X / N) \times 50 = Z$$

Where: N = highest **actual** points received by any response.
X = actual points received by the Respondent's response.
Z = awarded points.

6.1.4 Phase 4 – CPA Review of Financial Documentation (Tab 5)

The Respondent's Financial Documentation as outlined in Section 5.5 will be evaluated by an Independent Certified Public Accountant (CPA) to determine the Respondent's financial capability. No points will be awarded for the Financial Documentation Review. In order to be deemed responsive, a Respondent must meet three of the five minimum acceptable standards outlined in Section 5.5; one of the three standards must be either item 5.5.d, or item 5.5.e. Upon evaluation by the CPA, if the financial documentation deems the response to have failed the requirements of this ITN, the Respondent will be considered non-responsive, and the entire Response will be rejected.

6.1.5 Phase 5 – Review of Initial Cost Sheet (Tab 10)

Each Initial Cost Proposal response will be reviewed by Bureau of Procurement and Supply staff only and will not be provided to members of the Response Evaluation Team. Initial Cost Proposals will be examined to determine if they are consistent with the response and that all calculations are accurate. In the event that a mathematical error is identified, unit cost submitted by the Respondent, if applicable will prevail. Separate Points will be awarded based on the following:

The Initial Cost Proposal with the **highest commission** (percentage of gross revenue) to be paid to the Department will be awarded 50 points. The price submitted in Table 1 for the Original Contract Term, and the subsequent renewal price pages for Table 1 will be averaged to determine the highest commission submitted. All other commission percentages will receive points according to the following formula:

$$(X / N) \times 50 = Z$$

Where: X = Respondent's proposed Commission Percentage to be Paid.
N = highest Commission Percentage to be Paid of all responses submitted.
Z = points awarded.

The Initial Cost Proposal with the **lowest telephone rate** charge will be awarded 50 points. The price submitted in Table 1 for the Original Contract Term, and the subsequent renewal price pages for Table 1 will be averaged to determine the highest commission submitted. All other cost responses will receive points according to the following formula:

$$(N / X) \times 50 = Z$$

Where: N = lowest verified telephone rate charge of all responses submitted.
 X = Respondent's proposed lowest telephone rate charge.
 Z = points awarded.

6.1.6 Phase 6 – Determination of Final Scores

The points awarded for the Statement of Qualifications, Technical Response, Managed Access Solution and the Initial Cost will be totaled to determine the final score of all responses.

6.2 Phase 8 – Negotiations

The Department intends to conduct negotiations with qualified Respondents whose provision of service best meets the needs of the Department. The Department may negotiate with more than one prospective Respondent at a time, but is under no obligation to do so. After negotiations, the Department will request Best and Final Offers for final consideration prior to final award decision. The Procurement Manager shall randomly select appointment times for each Respondent for negotiation meetings and provide e-mail notification of time and locations.

The Department will begin negotiations as determined necessary by the Department. The Department reserves the right to conduct negotiations sequentially or concurrently. Due to the urgent need for timely service implementation and delivery, all negotiations will be conducted during a one week or less time period. Respondents shall plan travel accordingly.

If the Department is unable to reach agreement with a Respondent on contractual issues, the Department may eliminate that Respondent from further consideration. During negotiations, the Respondent shall have a person present who can make binding decisions for the responding entity.

6.3 Phase 9 – Best and Final Offers (BAFOs)

Respondents will be asked to submit Best and Final Offers (BAFO's) with detailed pricing. After receipt of BAFO's, the Negotiation Team will prepare a summary report of negotiation and recommend an award.

6.4 Phase 10 - Notice of Intended Decision

The Department will post a notice of intended decision as described in Section 4.4 of the ITN.

SECTION 7 – CONTRACT TERMS AND CONDITIONS

This section contains standard terms and conditions that shall be included in any Contract resulting from this ITN. By submitting a response to this ITN, the Respondent is deemed to have accepted these terms and conditions in their entirety.

7.1 Contract Document

When a Contract is established between the Department and the Contractor for specific services, this ITN, the Respondent's response and all terms negotiated shall be incorporated into and thereby become a part of that Contract. If there is a conflict in language, the Department's Contract will govern.

7.2 Termination

7.2.1 Termination at Will

The Contract resulting from this ITN may be terminated by the Department upon no less than ninety (90) calendar days' notice and by the Contractor upon no less than one hundred twenty (120) 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.

7.2.2 Termination Because of Lack of Funds

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

7.2.3 Termination for Cause

If a breach of the Contract resulting from this ITN occurs by the Contractor, the Department may, by written notice to the Contractor, terminate the Contract resulting from this ITN upon twenty-four (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, Florida Administrative Code. The provisions herein do not limit the Department's right to remedies at law or to damages.

7.2.4 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 ITN.

7.2.5 Effect of Termination

At the end of the term of the contract resulting from this ITN, the Contractor shall be provided thirty (30) days to remove its furnishings, fixtures and equipment, all at the Contractor's expense.

7.3 Payments and Invoices

7.3.1 Guaranteed Commission/Monthly Payment to the Department

The Contractor shall pay to the Department a monthly commission based on the percentage of gross revenues as determined through this ITN process. The Department will begin to receive payment for a facility on the date the Contractor assumes responsibility for the operation of that facility's inmate telephone service in accordance with the Final Transition and Implementation Plan.

7.3.2 Monthly Payment Submission

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

7.3.3 Commission and Call Detail Report/Supporting Documentation for Monthly Payment

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

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

7.3.4 Final Commission Payment

The Contractor shall submit the final commission payment to the Department no more than forty-five (45) days after the end date of the Contract resulting from this ITN. If the Contractor fails to do so, the Contractor agrees to submit additional payment in the amount of fifteen hundred dollars (\$1500.00) per day for each day of late submission.

7.3.5 Subcontracts

As stipulated in subsection 7.18 – Subcontracts: No payments shall be made to the Contractor until all subcontracts have been approved, in writing by the Department.

7.3.6 Vendor Substitute W-9

The State of Florida Department of Financial Services (DFS) needs all vendors that do business with the state to electronically submit a Substitute W-9 Form to <https://flvendor.myfloridaacfo.com>. Forms can be found at: <http://www.myfloridacfo.com/aadir/docs/SubstituteFormW-9-03-21-11.pdf>. Frequently asked questions/answers related to this requirement can be found at the following website: <http://www.myfloridacfo.com/aadir/docs/VendorFAQPosted090310.pdf>. DFS is ready to assist

vendors with additional questions. You may contact their Customer Service Desk at 850-413-5519 or FLW9@myfloridaacfo.com.

7.4 Expenses

7.4.1 Travel Expenses

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

7.4.2 Contractor's Expenses

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

7.5 Contract Modifications

Modifications to the provisions of the Contract resulting from this ITN, with the exception of Section 7.7 Contract Management, shall be valid only through execution of a formal Contract amendment, signed by both parties unless otherwise authorized by this ITN.

7.5.1 Department Required Scope Changes

During the term of the Contract, the Department may unilaterally require, by written notice, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The Department may make an equitable adjustment, (i.e. increase or decrease in rate, reimbursement for costs, etc.) if the change affects the cost or service delivery. The Contractor will be required to expeditiously execute an amendment to effect such changes, which execution shall not be unreasonably withheld. The Department shall endeavor to provide written notice to the Contractor thirty (30) days in advance of any Department-required changes to the technical specifications and/or scope of service that affect the Contractor's ability to provide the services as specified herein.

7.5.2 Other Requested Changes

In addition to changes pursuant to Section 7.5.1, state or federal laws, rules and regulations or Department, rules and regulations may change. Such changes may impact Contractor's service delivery in terms of materially increasing or decreasing the Contractor's cost of providing services. There is no way to anticipate what those changes will be nor is there any way to anticipate the costs associated with such changes.

Either party shall have ninety (90) days from the date such change is implemented to request an increase or decrease in compensation or the applicant party will be considered to have waived this right. Full, written justification with documentation sufficient for audit will be required to authorize an increase in compensation. It is specifically agreed that any changes to payment will be effective the date the changed scope of services is approved, in writing, and implemented.

If the parties are unable to negotiate an agreed-upon increase or decrease in rate or reimbursement, the Director of Division of Budget and Financial Management shall determine, based upon the changes made to the scope of services, what the resultant change in compensation should be.

7.6 Communications

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

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

The Contractor shall respond to Informal and Formal communications by e-mail, with follow-up by hard copy mail upon request.

A date/numbering system shall be utilized for tracking of formal communication.

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

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

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

7.7 Contract Management

- 7.7.1** The Contract Manager for the Department of Corrections will be responsible for management of the Contract resulting from this ITN.

The Contract Manager will perform the following functions:

- a. Serve as the liaison between the Department and the Contractor;
- b. Evaluate the Contractor's performance;

- c. Direct the Contract Administrator to process all amendments, renewals and terminations of the Contract resulting from this ITN;
- d. Evaluate Contractor performance upon completion of the overall Contract. This evaluation will be placed on file and will be considered if the Contract is subsequently used as a reference in future procurements.

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

- a. Verify receipt of deliverables from the Contractor;
- b. Monitor the Contractor's performance; and
- c. Review, verify, and approve invoices from the Contractor.

7.7.2 Department's Contract Administrator

The Department's Contract Administrator for the Contract will be responsible for the following functions:

- a. Maintain the official Contract file;
- b. Process all Contract amendments, renewals, and termination of the Contract; and
- c. Maintain the official records of all correspondence between the Department and the Contractor.

7.7.3 Contract Management Changes

After execution of the Contract resulting from this ITN, any changes in the information contained in Section 7.7., Contract Management, of that Contract, will be provided to the other party in writing and a copy of the written notification shall be maintained in the official Contract record.

7.8 Annual Appropriation

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

7.9 Vendor Ombudsman

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

7.10 Records

7.10.1 Public Records Law

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

7.10.2 Audit Records

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

The Contractor agrees to include all record-keeping requirements in all subcontracts and assignments related to the Contract resulting from this ITN.

7.10.3 Retention of Records

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

7.11 State Objectives

Within thirty (30) calendar days following award of the Contract, the Contractor shall submit plans addressing each of the State's four (4) objectives listed below, to the extent applicable to the items/services covered by this solicitation.

(Note: Diversity plans and reporting shall be submitted to Jane Broyles, MBE Coordinator, Bureau of Contract Management and Monitoring, Department of Corrections, 501 South Calhoun Street, Tallahassee, FL 32399-2500. All other plans shall be submitted to the Contract Manager or designee as specified in the final Contract resulting from this RFP.)

7.11.1 Diversity in Contracting: The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by minority-, women-, and veteran business enterprises in the economic life of the state. The State of Florida Mentor Protégé Program connects minority-, women-, and 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.

The state is dedicated to fostering the continued development and economic growth of small, minority-, women-, and veteran business enterprises. Participation by a diverse group of Vendors doing business with the state is central to this effort. To this end, it is vital that small, minority-, women-, and veteran business enterprises participate in the state's procurement process as both Contractors and sub-contractors in this solicitation. Small, minority-, women-, and veteran business enterprises are strongly encouraged to contribute to this solicitation.

The Contractor shall submit documentation addressing diversity and describing the efforts being made to encourage the participation of small, minority-, women-, and veteran business enterprises.

Information on Certified Minority Business Enterprises (CMBE) and Certified Veteran Business Enterprises (CVBE) is available from the Office of Supplier Diversity at http://dms.myflorida.com/other_programs/office_of_supplier_diversity_osd/.

Diversity in Contracting documentation should identify any participation by diverse contractors and suppliers as prime contractors, sub-contractors, 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/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 of each minority/service-disabled or wartime veteran vendor utilized during the period, commodities and services provided by the minority/veteran business enterprise, and the amount paid to each minority/veteran vendor on behalf of each purchasing agency ordering under the terms of this Contract.

7.11.2 Environmental Considerations: The State supports and encourages initiatives to protect and preserve our environment. If applicable, the Contractor shall submit a plan to support the procurement of products and materials with recycled content, and the intent of Section 287.045, Florida Statutes. The Contractor shall also provide a plan for reducing and/or handling of any hazardous waste generated by Contractor's company. Reference Rule 62-730.160, Florida Administrative Code. 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 Contractor's explanation of its company's hazardous waste plan and shall explain in detail its handling and disposal of this waste.

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

7.11.4 Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE): The State supports and encourages the use of Florida correctional work programs. It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this Contract shall be purchased from the corporation identified under Chapter 946, Florida Statutes, in the same manner and under the same procedures set forth in Section 946.515(2), and (4),

Florida Statutes; and for purposes of this Contract the person, firm, or other business entity carrying out the provisions of this Contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned. Additional information about PRIDE and the products it offers is available at <http://www.pridefl.com>. If applicable, the Contractor shall submit a plan describing how it will address the use of PRIDE in offering the items bid.

7.12 Sponsorship

If the Contractor is a non-governmental organization which sponsors a program financed partially by State funds, including any funds obtained through the Contract resulting from this ITN, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: “Sponsored by *Contractor’s name* and the State of Florida, Department of Corrections.” If the sponsorship reference is in written material, the words “State of Florida, Department of Corrections” shall appear in the same size letters or type as the name of the organization.

7.13 Employment of Department Personnel

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

7.14 Non-Discrimination

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

7.15 Americans with Disabilities Act

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

7.16 Copyrights, Right to Data, Patents and Royalties

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

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

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

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

7.17 Disputes

Any administrative dispute that cannot be resolved informally shall be reduced to writing and delivered to the Contract Manager's Director. The Director shall decide the dispute, reduce the decision to writing, and deliver a copy to the Contractor, the Contract Manager, and the Contract Administrator.

7.18 Subcontracts

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

If a subcontractor is utilized by the Contractor, the Contractor shall pay the subcontractor in accordance with Section 287.0685, Florida Statutes. It is understood and agreed that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities under the Contract resulting from this ITN. Failure by the Contractor to pay the subcontractor within seven (7) working days will result in a penalty to be paid by the Contractor to the subcontractor in the amount of one-half (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.

7.19 Assignment

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

7.20 Force Majeure

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

7.21 Substitution of Key Personnel

In the event the Contractor desires to substitute any key personnel submitted with his/her response, either permanently or temporarily, the Department shall have the right to approve or disapprove the desired personnel change in advance in writing.

7.22 Severability

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

7.23 Use of Funds for Lobbying Prohibited

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

7.24 Governing Law and Venue

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

7.25 No Third Party Beneficiaries

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

7.26 Reservation of Rights

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

7.27 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 Contractor 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.

7.28 Contractor's Insurance

The Contractor agrees to provide adequate insurance coverage on a comprehensive basis and to hold such insurance at all times during the existence of the Contract resulting from this ITN. The Contractor accepts full responsibility for identifying and determining the type(s) and extent of insurance necessary to provide reasonable financial protection for the Contractor and the Department under the Contract resulting from this ITN. Upon the execution of the Contract resulting from this ITN, the Contractor shall furnish the 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 Contractor is a state agency or subdivision as defined in Section 768.28, Florida Statutes, the Contractor shall furnish the Department, upon request, written verification of liability protection in accordance with Section 768.28, Florida Statutes. Nothing herein shall be construed to extend any party's liability beyond that provided in Section 768.28, Florida Statutes.

7.29 Performance Guarantee

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

7.30 Utilization of E-Verify

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

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ATTACHMENT 1 –CERTIFICATION /ATTESTATION PAGE
ITN #12-DC-8396

Authority to Legally Bind the Respondent:

This is to certify that the person signing the Florida Department of Corrections ITN Acknowledgement Form and this Certification/Attestation Page is authorized to make this affidavit on behalf of the firm, and its owner, directors and officers. This person is the person in the Respondent's firm responsible for the prices and total amount of this Response and the preparation of the Response.

Business/Corporate Experience: This is to certify that the Respondent has a minimum of three (3) years off of business and/or corporate experience within the last five (5) years relevant to the provision of receipts processing, discharging gratuity funds and balance liquidations using debit card technology within the last five years.

Certification of Minimum Service Requirements: This is to certify that the services proposed meet or exceed the minimum service requirements as specified in Section 3, **STATEMENT OF SERVICES SOUGHT**, of this ITN. Furthermore, this is to certify that the response submission contains no deviations from the requirements of the ITN.

Acceptance of Terms and Conditions

This is to certify that the Respondent will comply with all terms and conditions contained within the ITN, or the final negotiated terms and conditions.

Statement of No Involvement

This is to certify that the person signing the response has not participated, and will not participate, in any action contrary to the terms of this ITN.

Non-Discrimination Statement

This is to certify that the Respondent does not discriminate in their employment practices with regard to race, creed, color, national origin, age, gender, marital status or disability.

Unauthorized Alien Statement

This is to certify that the Respondent does not knowingly employ unauthorized alien workers.

Statement of No Inducement:

This is to certify that no attempt has been made or will be made by the Respondent to induce any other person or firm to submit or not to submit a Response with regard to this ITN. Furthermore this is to certify that the Response 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 Response.

Statement of Non-Disclosure:

This is to certify that neither the price(s) contained in this Response, nor the approximate amount of this Response have been disclosed prior to negotiation or award, directly or indirectly, to any other respondent or to any competitor.

Statement of Non-Collusion:

This is to certify that the prices and amounts in this Response have been arrived at independently, without consultation, communications, or agreement as to any matter relating to such prices with any other respondent or with any competitor and not for the purpose of restricting competition.

Statement of No Investigation/Conviction:

This is to certify that Respondent, it's affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

Scrutinized Companies Lists:

If value of this solicitation is greater than or equal to \$1 Million, then the Proposer certifies they are not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Dated this _____ day of _____ 2013.

Name of Organization: _____

Signed by: _____

Title: _____

being duly sworn deposes and says that the information herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this _____ day of _____ 2013.

Personally Known ___ OR Produced Identification ___ Type of Identification Produced _____

Notary Public: _____

My Commission Expires: _____

ATTACHMENT 2 –BUSINESS CORPORATE REFERENCE FORM
ITN #12-DC-8396

Respondents are required to submit with the Response contact information for three (3) entities it has provided with services similar to those requested in this solicitation. The Department reserves the right to contact any and all entities in the course of this solicitation evaluation in order to make a fitness determination.

1.) Name of Company/Agency: _____

Contact Person: _____

Phone Number: _____

Address: _____

Email Address: _____

2.) Name of Company/Agency: _____

Contact Person: _____

Phone Number: _____

Address: _____

Email Address: _____

3.) Name of Company/Agency: _____

Contact Person: _____

Phone Number: _____

Address: _____

Email Address: _____

Name of Respondent

Signature of Authorized Representative

Date

ATTACHMENT 3 – BUSINESS/CORPORATE REFERENCE COMPLETION FORM
ITN #12-DC-8396

This form will be completed by the Bureau of Procurement and Supply by contacting the references provided by the Respondent in Attachment 3.

THIS BUSINESS/CORPORATE REFERENCE IS FOR: _____
NAME OF PERSON PROVIDING REFERENCE: _____
TITLE OF PERSON PROVIDING REFERENCE: _____
FIRM OR BUSINESS NAME: _____
OFFICE TELEPHONE NUMBER: _____ OFFICE E-MAIL ADDRESS: _____

1. How would you describe your relationship to this business/corporate entity? (e.g. Customer, Subcontractor, Employee, Contract Manager, Friend, or Acquaintance)

2. A. If a Customer, please specifically describe the primary type of inmate telephone service, or similar services, this entity provides to you.

B. Generally describe the geographic area where services were provided. (number of counties served, section of the state, etc).

C. What was the estimated population of clients served?

3. Did this entity act as a primary provider, or as a subcontractor? If a subcontractor, to whom? Please specifically describe the type of service that was provided by the entity for which this reference is being provided.

4. Can you identify the number of years that this entity has provided inmate telephone services or other similar services? Please provide dates to the best of your knowledge.

5. To your knowledge, did this entity perform or provide complete services, or was any portion of the services subcontracted out (other than the actual providers)?

6. How many years have you done business with this business entity? _____ Please Provide Dates:

7. Do you have a vested interest in this business/corporate entity? If yes, what is that interest? (i.e. employee, subcontractor, stockholder, etc).

8. Have you experienced any problems with this business/corporate entity? If so, please state what the problem is/was and how it was resolved.

9. Would you conduct business with this business/corporate entity again? If no, please state the reason.

10. Are there any additional comments you would like to make about this business entity? Use back of form if necessary.

VERIFIED BY:

Name of Procurement Manager

Title

Signature

Date

ATTACHMENT 4 - CONTACT FOR CONTRACT ADMINISTRATION/CONTRACTOR REPRESENTATIVE
ITN #12-DC-8396

The Respondent shall designate one person authorized to conduct Contract administration and function as the Contractor's Representative under the Contract resulting from this ITN.

NAME: _____

TITLE: _____

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

E-MAIL ADDRESS: _____

ATTACHMENT 5 – ADDENDUM ACKNOWLEDGMENT FORM SAMPLE
ITN #12-DC-8396

Department of Corrections
501 South Calhoun Street
Tallahassee, Florida 32399

RESPONSE NO: ITN #12-DC-8396
RESPONSE TITLE: Statewide Inmate Telephone Services
DUE DATE: 5/21/12 @ 2:00 p.m. ET
OPENING DATE: 5/21/12 @ 2:00 p.m. ET

ADDENDUM NO.: _____ **DATE:** _____

PLEASE BE ADVISED THAT THE FOLLOWING CHANGES ARE APPLICABLE TO THE ORIGINAL SPECIFICATIONS OF THE ABOVE-REFERENCED ITN:

THIS ADDENDUM NOW BECOMES A PART OF THE ORIGINAL ITN. THE ADDENDUM ACKNOWLEDGMENT FORM SHALL BE SIGNED BY AN AUTHORIZED COMPANY REPRESENTATIVE, DATED AND RETURNED, AS INSTRUCTED IN SECTION 5, RESPONSE SUBMISSION REQUIREMENTS, WITH THE RESPONSE. FAILURE TO DO SO MAY SUBJECT THE RESPONDENT TO DISQUALIFICATION.

RESPONDENT: _____ BY: _____

ADDRESS: _____ TELEPHONE: _____

CITY, STATE: _____ DATE: _____

Authorized Signature

ATTACHMENT 6 – EVALUATION CRITERIA
ITN #12-DC-8396

1. Business/Corporate Experience = 500 points

The Department will evaluate the corporate experience, corporate resources, and capabilities of the Respondent and any subcontractors (if known) and points will be assessed based upon information provided which includes, but is not limited to the following:

- a. How well does the Respondent demonstrate relevant and past experience providing telephone services in a secure correctional or other security/law enforcement setting?
- b. How well does the Respondent demonstrate relevant and past experience providing telephone services in a secure setting in multiple sites?
- c. How well does the Respondent demonstrate relevant and past experience maintaining and operating a secure, reliable telephone system with applicable usage (i.e., calls are restricted and monitored; censored, tracked, etc.)?
- d. How well does the Respondent demonstrate past experience transitioning, installing and implementing services on a large-scale basis similar to that requested in this ITN?
- e. How many complaints were filed, investigations made, warning letters or inspection reports issued were found to be the fault or negligence of the Respondent or the Respondent's personnel? What was the severity of any disciplinary action taken?
- f. If any entities of, or related to, the Respondent were convicted of fraud or of deceit or unlawful business dealings, what were the circumstances that led to the conviction and how was it resolved by the Respondent?
- g. How well does the Respondent demonstrate complexity and detail of prior experience delivering services similar to those contemplated by the ITN?
- h. How well does the Respondent demonstrate relevant and past performance of contracts, with emphasis on inmate telephone services?
- i. How well does the Respondent demonstrate relevant and past experience utilizing prepaid payment methodologies?
- j. How well does the Respondent demonstrate evidence of exemplary or qualitative findings, or the absence thereof in delivery of contracted service delivery?
- k. How well does the Respondent demonstrate past provision of similar services either directly or via subcontracting or third-party administration?
- l. How well does the Respondent describe if and how subcontractors are to be utilized, relevant experience/qualifications of proposed subcontractors and percentage to be subcontracted to each?
- m. Did the Respondent provide all information as required in 5.2.2, Corporate Entity Details, and did they provide an Organizational Chart?
- n. How well does the Respondent demonstrate the ability of the company to provide these services based on the positions allocated, including their resumes/professional qualifications and oversight ability?

2. Technical Response = 350 points

The Department will evaluate the Respondent's Technical Proposal Response to determine the following:

- a. How well does the Respondent describe and demonstrate a complete understanding and knowledge of the Department's Statement of Need and Statement of Services Sought?
- b. How well does the Respondent describe and demonstrate that services can be delivered/equipment installed within the time frames specified?
- c. How well does the Respondent's description of method and approach to providing Inmate Telephone Services meet the service tasks as described in Section 3?
- d. How well does the Respondent's description of the system encompass required system protocols, system restrictions and security requirements?
- e. How well does the Respondent's description of tasks to be performed adhere to desired goals and outcomes?

3. Managed Access Solution = 50 points

The Department will evaluate the respondent's willingness and ability to provide a Managed Access Solution for our institutions and points will be assessed based on the following:

- a. How well does the Respondent describe their offer of Managed Access for our institutions?
- b. How well does the Respondent provide the ability to provide this service within the confines of the ITN?

4. Initial Cost Sheets = 100 points

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ATTACHMENT 7 – FACILITY LOCATIONS AND EQUIPMENT LIST
ITN #12-DC-8396

Region	Institution	Address	Phone	Inmate Phones			Coin Phones		Recording/ Monitoring Equipment
				Station Phones	Cordless Phones	TDD/TTY Equipment	Inmate Use	Public Use**	
	Central Office - Contract Management and Monitoring, Security Treat Group, Classification & IG's Office	501 South Calhoun Street Tallahassee, FL 32399	850-717-3957						
	IG's Tallahassee Field Office	1126 E. Park Avenue Tallahassee, Florida 32301	850-487-3234						
	IG's Gainesville Field Office	14107 NW Highway 441, Suite 300 Alachua, FL 32615	386-418-3478						
	IG's Orlando Field Office	19225 US Highway 27 Clermont, Fl. 34715	352-243-3205						
	IG's Ft. Lauderdale Field Office	20421 Sheridan Street Pembroke Pines, FL 33029	954-598-7172						
	IG's Tampa Field Office	2739 Gall Boulevard Zephyrhills, FL 33541-9701	813-780-0100						
I	APALACHEE CI - WEST	52 West Unit Drive Sneads, FL 32460-4165	850-718-0577	24	0	0			
I	APALACHEE CI - EAST	35 Apalachee Drive Sneads, FL 32460-4166	850-718-0688	28	0	0		2	
I	CALHOUN CI	19562 SE Institution Drive Blountstown, FL 32424	850-237-6500	32	1	0		1	
I	Calhoun Work Camp	19564 SE Institution Drive Blountstown, FL 32424-5156	850-674-2887	8	0	0			
I	CENTURY CI	400 Tedder Road Century, FL 32535	850-256-2600	43	0	1		1	
I	Century Work Camp	400 Tedder Road Century, FL 32535-3659	850-256-2600	15	0	0			
I	Berrydale Forestry Camp	6920 Highway 4 Jay, FL 32565-2204	850-675-4564	11	0	0			

I	Pensacola WRC	3050 North L. Street Pensacola, FL 32501	850-595-8920	0	0	0	8		
I	FRANKLIN CI	1760 Highway 67 North Carrabelle, FL 32322	850-697-1100	49	0	0		1	
I	Bay City Work Camp	1001 West Highway 98 Apalachicola, FL 32320-1272	850-653-1020	8	0	0			
I	GULF CI	500 Ike Steele Road Wewahitchka, FL 32465-0010	850-639-1000	46	0	0			
I	Gulf Annex	699 Ike Steele Road Wewahitchka, FL 32465-0010	850-639-1509	39	0	0			
I	Gulf Forestry Camp	3222 DOC Whitfield Road White City, FL 32465	850-827-4000	10	0	0			
I	HOLMES CI	3142 Thomas Drive Bonifay, FL 32425-0190	850-547-2100	32	0	1		1	
I	Holmes Work Camp	3182 Thomas Drive Bonifay, FL 32425-4238	850-547-2703	8	0	0			
I	JACKSON CI	5563 10th Street Malone, FL 32445-3144	850-569-5260	43	0	0		2	
I	Jackson Work Camp	5607 10th Street Malone, FL 32445-9998	850-569-5260	9	0	0			
I	Graceville Work Camp	5230 Ezell Road Graceville, FL 32440-4289	850-263-9230	9	0	1			
I	JEFFERSON CI	1050 Big Joe Road Monticello, FL 32344-0430	850-342-0500	39	0	0			
I	LIBERTY CI	11064 N.W. Dempsey Barron Road Bristol, FL 32321-9711	850-643-9400	37	0	1		1	
I	Liberty Work Camp	11065 N.W. Dempsey Barron Road Bristol, FL 32321-0711	850-643-9542	8	0	0			
I	Quincy Annex	2225 Pat Thomas Parkway Quincy, FL 32351	850-627-5400	12	0	0			
I	Northwest Florida Reception Center	4455 Sam Mitchell Drive Chipley, FL 32428-3597	850-773-6100	36	0	0			
I	Northwest Florida Reception Center Annex	4455 Sam Mitchell Drive Chipley, FL 32428-3597	850-773-6500	69	0	0			
I	Panama City WRC	3609 Highway 390 Panama City, FL 32405	850-872-4178	0	0	0	6		
I	OKALOOSA CI	3189 Little Silver Road Crestview, FL 32539-6708	850-682-0931	22	0	1		1	

I	Okaloosa Work Camp	3189 Little Silver Road Crestview, FL 32539-6708	850-682-0931	10	0	0			
I	SANTA ROSA CI	5850 East Milton Road Milton, FL 32583	850-983-5800	40	5	1		1	
I	Santa Rosa Annex	5851 East Milton Road Milton, FL 32583-7914	850-983-5800	68	4	1			
I	TAYLOR CI	8501 Hampton Springs Road Perry, FL 32348	850-838-4000	43	0	0		1	
I	Taylor Annex	8501 Hampton Springs Road Perry, FL 32348	850-838-4002	38	0	0			
I	Taylor Work Camp	8501 Hampton Springs Road Perry, FL 32348-0000	850-223-4501	12	0	0			
I	WAKULLA CI	110 Melaleuca Drive Crawfordville, FL 32327	850-410-1895	38	0	0		1	
I	Wakulla Annex	110 Melaleuca Drive Crawfordville, FL 32327	850-487-4341	56	0	0			
I	Wakulla Work Camp	110 Melaleuca Drive Crawfordville, FL 32327-4963	850-413-9663	12	0	0			
I	Tallahassee WRC	2616A Springhill Road Tallahassee, FL 32310	850-488-2478	0	0	0	5		
I	WALTON CI	691 WWII Veteran's Lane DeFuniak Springs, FL 32433	850-951-1300	35	0	0		1	
I	Walton Work Camp	301 WWII Veteran's Lane DeFuniak Springs, FL 32433-1838	850-951-1355	8	0	0			
II	BAKER CI	20706 US 90 Sanderson, FL 32087-0500	386-719-4500	28	0	0		1	
II	Baker Work Camp	20706 US 90 Sanderson, FL 32087-0500	386-719-4670	8	0	0			
II	COLUMBIA CI	216 S.E. Corrections Way Lake City, FL 32025	386-754-7600	29	1	1		1	
II	Columbia Work Camp			8	0	0			
II	Columbia Annex	216 SE Corrections Way Lake City, FL 32025	386-466-3000	54	0	1			
II	Lake City WRC	1099 N.W. Dot Gln Lake City, FL 32055	386-758-0535	0	0	0	6		
II	CROSS CITY CI	568 NE 255th Street Cross City, FL 32628-1500	352-498-4444	28	0	0		1	

II	Cross City Work Camp	568 NE 255th Street Cross City, FL 32628-1500	352-498-4430	9	0	0			
II	FLORIDA STATE PRISON	7819 N.W. 228th Street Raiford, FL 32026-1000	904-368-2500	8	9	0			
II	Florida State Prison - West Unit	7819 NW 228th Street Raiford, FL 32026-1000	904-368-2500	34	0	0			
II	Gainesville Work Camp	1000 NE 55th Blvd., State Road 26 East Gainesville, FL 32641-6067	352-955-2045	8	0	0			
II	Santa Fe WRC	2901 Northeast 39th Avenue Gainesville, FL 32602-1202	352-955-2070	0	0	0	6		
II	HAMILTON CI	10650 SW 46th Street Jasper, FL 32052-1360	386-792-5151	21	0	0		3	
II	Hamilton Work Camp			8	0	0			
II	Hamilton Annex	10651 SW 46th Street Jasper, FL 32052-1360	386-792-5151	39	0	0			
II	LANCASTER CI	3449 S.W. State Road 26 Trenton, FL 32693	352-463-4100	22	1	0		2	
II	Lancaster Work Camp	3449 S.W. State Road 26 Trenton, FL 32693-5641	352-463-4100	8	0	0			
II	LAWTEY CI	7819 N.W. 228th Street Raiford, FL 32026-2000	904-782-2000	24	0	1			
II	Dinsmore WRC	13200 Old Kings Road Jacksonville, FL 32216	904-924-1700	0	0	0	8		
II	Shisa House East	2830 Park Street Jacksonville, FL 32205	904-389-1303					4	
II	LOWELL CI	11120 NW Gainesville Rd Ocala, FL 34482-1479	352-401-5301	36	0	0		1	
II	Lowell Annex	11120 NW Gainesville Rd Ocala, FL 34482	352-401-5301	39	2	1			
II	Lowell Reception Center	3700 NW 111th Place Ocala, Florida 34482	352-840-5331	52	0	0			
II	Lowell Work Camp	11120 NW Gainesville Rd Ocala, FL 34482	352-401-5301	11	0	0			
II	MADISON CI	382 Southwest MCI Way Madison, FL 32340	850-973-5300	34	1	1		1	
II	Madison Work Camp	P.O. Box 692, 382 SW MCI Way Madison, FL 32340-4430	850-973-5302	8	0	0			

II	MARION CI	3269 NW 105th Street Lowell, FL 32663-0158	352-401-6400	29	0	1		2	
II	Marion Work Camp	3269 NW 105th Street Lowell, FL 32663-0159	352-401-6865	8	0	0			
II	MAYO Annex	8784 US Highway 27 West Mayo, FL 32066-3458	386-294-4500	40	1	1			
II	Mayo Work Camp	8976 US Hwy 27 West Mayo, FL 32066-1805	386-294-4752	8	0	0			
II	Putnam CI	128 Yelvington Road East Palatka, FL 32131	386-326-6800	12	0	1		1	
II	RECEPTION & MEDICAL CENTER - MAIN	7765 South CR 231 Lake Butler, FL 32054-0628	386-496-6000	40	2	1			
II	RMC - WEST	8183 SW 152nd LOOP, P.O. Box 628 Lake Butler, FL 32054-0629	386-496-6002	36	0	1			
II	RMC Work Camp	P.O. Box 628 Lake Butler, FL 32054	386-496-4050	40	2	1			
II	Suwannee CI	5964 U.S. Highway 90 Live Oak, FL 32060	386-963-6201	34	16	0			
II	Suwannee Annex	5964 U.S. Highway 90 Live Oak, FL 32060	386-963-6301	50	0	0			
II	Suwannee WC	5964 U.S. Highway 90 Live Oak, FL 32060	386-963-6103	13	0	0			
II	TOMOKA CI	3950 Tiger Bay Road Daytona Beach, FL 32124-1098	386-323-1070	39	0	3			
II	Tomoka Work Camp	3950 Tiger Bay Road Daytona Beach, FL 32124-1098	386-323-1220	8	0	0			
II	Daytona Beach WRC	3601 U.S. Highway 92 West Daytona Beach, FL 32124-1002	386-238-3171	0	0	0	9		
II	Reality House	1341 Indian Lake Road Daytona Beach, FL 32124	386-236-3308						
II	UNION CI	7819 N.W. 228th Street Raiford, FL 32026-4000	386-431-2000	41	12	1			
III	AVON PARK CI	County Road 64 East Avon Park, FL 33826-1100	863-453-3174	22	0	0			
III	Avon Park Work Camp	County Road 64 East Avon Park, FL 33826-1100	863-453-3174	12	0	0			
III	Brevard Work Camp	855 Camp Road Cocoa, FL 32927-3700	321-634-6130	12	0	0			

III	Cocoa WRC	585 Camp Road Sharpes, FL 32927	321-690-3210	0	0	0	6		
III	CENTRAL FLORIDA RECEPTION CENTER - MAIN	7000 H.C. Kelley Rd. Orlando, FL 32831-2518	407-207-7777	47	2	1		3	
III	CFRC - East	7000 H.C. Kelley Rd. Orlando, FL 32831-2518	407-207-7777	40	0	0			
III	CRFC - South	7000 H.C. Kelley Rd. Orlando, FL 32831-2518	407-207-7777	4	0	0			
III	Kissimmee WRC	2925 Michigan Avenue Kissimmee, FL 32744	407-846-5210	0	0	0	12		
III	Orlando WRC	7300 Laurel Hill Road Orlando, FL 32818	407-578-3510	0	0	0	8		
III	CHARLOTTE CI	33123 Oil Well Road Punta Gorda, FL 33955	941-833-2300	44	3	1		1	
III	DADE CI	19000 S.W. 377th Street Florida City, FL 33034-6409	305-242-1900	39	0	0		3	
III	Big Pine Key Road Prison	P.O. Box 430509, 450 Key Deer Blvd. Big Pine Key, FL 33043-0509	305-872-2231	4	0	0			
III	DESOTO ANNEX	13617 S.E. Highway 70 Arcadia, FL 34266	863-494-3727	44	0	0			
III	DeSoto Work Camp	13617 SE Highway 70 Arcadia, FL 34266-7800	863-494-3727	8	0	0			
III	Aracadia Road Prison	2961 N.W. County Road 661 Arcadia, FL 34266-8203	863-993-4628	6	0	0			
III	EVERGLADES CI	1601 S.W. 187th Ave. Miami, FL 33185	305-228-2054	55	0	0		1	
III	Glades Work Camp	2600 N. Main Street Belle Glade, FL 33430-5314	561-829-1800	16	0	0			
III	Sago Palm Work Camp	15500 Bay Bottom Rd Pahokee, FL 33476	561-924-4300	16	0	2			
III	Atlantic WRC	263 Fairgrounds Road West Palm Beach, FL 33411	561-791-4187	0	0	0	6		
III	Loxahatchee Road Prison	230 Sunshine Road West Palm Beach, FL 33411-3616	561-791-4760	10	0	0			
III	West Palm Beach WRC	261 West Fairgrounds Road West Palm Beach, FL 33411	561-791-4750	0	0	0	12		
III	HARDEE CI	6901 State Road 62 Bowling Green FL 33834-9505	863-767-4500	51	0	1		1	

III	Hardee Work Camp	6899 State Road 62 Bowling Green, FL 33834-9505	863-773-2441	8	0	0			
III	Ft. Myers Work Camp	P.O. Box 051107 Fort Myers, FL 33994	239-332-6915	5	0	0			
III	HERNANDO CI	16415 Springhill Drive Brooksville, FL 34604-8167	352-754-6715	14	0	0		1	
III	HOMESTEAD CI	19000 S.W. 377th Street Florida City, FL 33034-6409	305-242-1700	24	0	0			
III	LAKE CI	19225 U.S. Highway 27 Clermont, FL 34711-9025	352-394-6146	32	0	1		1	
III	MARTIN CI	1150 S.W. Allapattah Road Indiantown, FL 34956-4397	772-597-3705	48	1	0			
III	Martin Work Camp	1150 S.W. Allapattah Road Indiantown, FL 34956-4310	772-597-3705	8	0	0			
III	Ft. Pierce WRC	1203 Bell Avenue Ft. Pierce, FL 34982	561-468-3929	0	0	0	9		
III	OKEECHOBEE CI	3420 N.E. 168th Street Okeechobee, FL 34972	863-462-5474	39	0	0		1	
III	POLK CI	10800 Evans Road Polk City, FL 33868-6925	863-984-2273	32	0	1		2	
III	Polk Work Camp	10800 Evans Road Polk City, FL 33868-6925	863-984-2273	8	0	0			
III	Bartow WRC	550 N. Restwood Avenue Bartow, FL 33830-4200	863-534-7037	0	0	0	5		
III	Pinellas WRC	5205 Ulmerton Road Clearwater, FL 33760-4002	727-570-5138	0	0	0	3		
III	St. Petersburg WRC	4237 8th Avenue South St. Petersburg, FL 33711-2000	727-893-2289	0	0	0	11		
III	Tarpon Springs WRC	566 Brady Road Tarpon Springs, FL 34689-6707	727-942-5420	0	0	0	6		
III	Largo Road Prison	5201 Ulmerton Road Clearwater, FL 33760	727-570-5135	3	0	0			
III	SOUTH FLORIDA RECEPTION CENTER	14000 NW 41st Street Miami, FL 33178	305-592-9567	54	0	0		3	
III	SFRC - South Unit	13910 NW 41st Street Doral, FL 33178-3014	305-592-9567	27	0	0			
III	Hollywood WRC	8501 W. Cypress Drive Pembroke Pines, FL 33025	954-985-4720	0	0	0	17		

III	Miami North WRC	7090 Northwest 41st Street Miami, FL 33166	305-470-5580	0	0	0	13		
III	Opa Locka WRC	5400 Northwest 135th Street Opa Locka, FL 33054	305-827-4057	0	0	0	15		
III	Sumter CI	9544 County Road 476B Bushnell, FL 33513-0667	352-569-6100	48	0	1		2	
III	Sumter Boot Camp			2	0	0			
III	Sumter Work Camp	9544 County Road 476B Bushnell, FL 33513-0667	352-569-6114	8	0	0			
III	ZEPHYRHILLS	2739 Gall Boulevard Zephyrhills, FL 33541-9701	813-782-5521	23	0	2		1	

Rev. 3/4/2013

**** Unless otherwise authorized by the Warden at the specified institution.**

NOTE: The Department requires that all equipment be NEW.

ATTACHMENT 8 - SECURITY REQUIREMENTS FOR CONTRACTORS
ITN #12-DC-8396

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

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

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

intensive and time consuming (10-15 minutes) process, the contractor is requested to minimize the number of deliveries.

- (11) Establish materials storage and working areas with the Warden and/or Chief of Security.
- (12) Control end-of-day construction materials and debris. Construction materials and debris can be used as weapons or as a means of escape. Construction material will be stored in locations agreed to by security staff and debris will be removed to a designated location. Arrange for security staff to inspect the project area before construction personnel leave. This will aid you in assuring that necessary security measures are accomplished.
- (13) Coordinate with the Warden and Chief of Security regarding any shutdown of existing systems (gas, water, electricity, electronics, sewage, etc.). Obtain institutional approval prior to shutting down any existing utility system. Arrange for alternative service (if required) and expeditious re-establishment of the shutdown system.
- (14) All staff and equipment will maintain a minimum distance of 100 feet from all perimeter fencing.
- (15) With the intent of maintaining security upon the institution's grounds, a background check will be made upon all persons employed by the contractor or who work on the project. **The Department, represented by the Institution's Warden, reserves the right to reject any person whom it determines may be a threat to the security of the institution.**

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**INITIAL COST SHEET – TABLE 1
ITN #12-DC-8396**

The Respondent shall provide their proposed call rates on Table 1, Initial Cost Sheet, which shall reflect pricing without a Managed Access Solution. Initial costs should be submitted with the most favorable terms the Respondent can offer. Final percentages and rates will be determined through the negotiation process. Best and Final Offers from Respondents will be solicited to establish the lowest possible rates and surcharges

COST PROPOSAL *WITHOUT* MANAGED ACCESS

	INITIAL Contract Term 5 years	ONE Year Renewal	TWO Year Renewal	THREE Year Renewal	FOUR Year Renewal	FIVE Year Renewal
Initial Department Commission % Rate Proposed						
Initial Blended Telephone Rate for All Calls* (inclusive of surcharges)						

ADDITIONAL COMMISSION AND COST OPTIONS *WITHOUT* MANAGED ACCESS

Department Commission Rate Option	Blended (Single) Telephone Rate for All Calls* (inclusive of surcharges) Option
25% Commission	
30% Commission	
35% Commission	
40 % Commission	
45% Commission	
50% Commission	
55% Commission	

***Charges for International Calls will be considered a Balance of Line Item and will be negotiated through a Best and Final Offer.**

Name of Respondent

Signature of Authorized Representative

Date

INITIAL COST SHEET – TABLE 2
ITN #12-DC-8396

The Respondent shall provide their proposed call rates on Table 2, Initial Cost Sheet, which shall reflect pricing with a Managed Access Solution. Initial costs should be submitted with the most favorable terms the Respondent can offer. Final percentages and rates will be determined through the negotiation process. Best and Final Offers from Respondents will be solicited to establish the lowest possible rates and surcharges

COST PROPOSAL WITH MANAGED ACCESS FOR NEGOTIATION PURPOSES ONLY

	Contract Term 5 years	ONE Year Renewal	TWO Year Renewal	THREE Year Renewal	FOUR Year Renewal	FIVE Year Renewal
Initial Department Commission % Rate Proposed						
Initial Blended Telephone Rate for All Calls* (inclusive of surcharges)						

ADDITIONAL COMMISSION AND COST OPTIONS WITH MANAGED ACCESS FOR NEGOTIATION PURPOSES ONLY

Department Commission Rate Option	Blended (Single) Telephone Rate for All Calls* (inclusive of surcharges) Option
25% Commission	
30% Commission	
35% Commission	
40 % Commission	
45% Commission	
50% Commission	
55% Commission	

*Charges for International Calls will be considered a Balance of Line Item and will be negotiated through a Best and Final Offer.

Name of Respondent

Signature of Authorized Representative

Date