

ADDENDUM #006

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

Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

Please be advised that the changes below are applicable to the most recent version of the above referenced solicitation, including any prior addendums. Added or new language to the ITN is highlighted in **yellow**, while deleted language has been struck.

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

This Addendum also includes the following revisions:

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

2. Description of Offering

Evaluation of the Vendor's proposed offering will be based upon information contained in the entire Reply, but primarily on the information contained in **TAB C**. Replies will be evaluated using, but will not be limited to, the following considerations:

- a) To what extent the proposed offering satisfies the following criteria **(Worth 22 weighted points)**:
 - 1) Ability to effectively provide telecommunication services, as required by this ITN.
 - 2) Maximizes operational efficiencies and supports the Department's goals.
- b) To what extent does the summary of the offering, and the explanation of why it is the best offering for the State, address and meets the goals, needs, and expectations of the State? **(Worth 22 weighted points)**
- c) To what extent do the Vendor's proposed value-added services maximize the benefits to the Department? **(Worth 21 weighted points)**

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

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

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

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

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

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

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

Question Number	Question	Answer
11	<p>1) Value-Added Services - Addendum 5. Change 3 – While value-added services are considered in the evaluation (see Section 4.9 of this ITN), Vendors are not required to propose a particular value-added service or group of services to be considered.</p> <p>ITN Section 4.9 – Description of Offering per Addendum 3 is weighted at 13% (of 100) with 65 (of 500) weighted available points. Evaluation for the Description of Offering is stated as being per the below:</p> <p>Evaluation of the Vendor’s proposed offering will be based upon information contained in the entire Reply, but primarily on the information contained in TAB C. Replies will be evaluated using, but will not be limited to, the following considerations: a) To what extent the proposed offering satisfies the following criteria: 1) Ability to effectively provide telecommunication services, as required by this ITN. 2) Maximizes operational efficiencies and supports the Department’s goals. b) To what extent does the summary of the offering, and the explanation of why it is the best offering for the State, address and meets the goals, needs, and expectations of the State? c) To what extent do the Vendor proposed value-added services maximize the benefits to the Department?</p> <p>QUESTION: Given that the above criteria does not clarify what relative weighting is given to core telecommunications services and what relative weighting is given to value-added services, how does the State intend to evaluate vendors proposing different offerings, particularly in the areas of value-added services? As the ITN contemplates flexibility to propose potentially differing value-added service options, including highlighting certain value-added services of particular interest to the State, but does not <i>require</i> vendors to include value-added services, it is not clear how these criteria will be applied to different offerings, or the relative importance of core telecommunications services versus potential value-added services in evaluating proposed offerings.</p>	<p>The Department intends to evaluate the Vendor’s Description of Offering Section for a total of 13% of the overall Technical Reply score. This Section includes value-added services as one of three components to make up that 13%. Please see Change No. 1 of this Addendum for the exact points available for value-added services. The remaining points available (479 weighted points), evaluate components of the core telecommunications system. Overall, value-added services represent a very small part of the Technical Reply score. This should clearly denote the importance of the core telecommunications equipment and services to the Department.</p> <p>While value-added services are not required, they will be taken into account with the evaluation of the Description of Offering Section.</p>

Question Number	Question	Answer
12	<p>2) Value-Added Services - Addendum 5. Change 3 – While value-added services are considered in the evaluation (see Section 4.9 of this ITN), Vendors are not required to propose a particular value-added service or group of services to be considered.</p> <p>Attachment III – Price Information Sheet & Cost Evaluation Attachment III – Price Information Sheet has a per minute rate for initial term and per minute rate for renewal term only. Only 1 pricing sheet is allowed by the State (with or without value-added).</p> <p>Cost Evaluation – will be provide most points for lowest rate, 150 maximum points for initial term and 100 maximum points for renewal term.</p> <p>QUESTION: Given that the cost of initial deployment of value-added services identified as being of particular interest in the ITN, such as MAS, are significant and will necessarily impact the rates which must be charged to recoup costs, but the ITN does not <i>require</i> proposal of value-added services, how does the State intend to achieve a fair, apples-to-apples price comparison between per minute rates for vendors who choose to provide, at a minimum, the value-added services listed as being of special interest to the State and vendors who choose not to include the value-added services, or against the incumbent who may have already been compensated for deploying items now identified as value-added services? This scoring methodology appears to put vendors proposing the value-added services sought by the State at a significant price-scoring disadvantage relative to the incumbent who has previously been compensated to develop and implement services that are now to be provided at no cost, and at a disadvantage relative to vendors not proposing expensive value-added services.</p>	<p>The value-added services included in the ITN are samples of goods/services that the Department is interested in obtaining. As stated in the ITN, Vendors are able to offer no value-added services, a portion of the goods/services listed, or all of the goods/services listed, or an entirely different group of goods/services.</p> <p>The Department will take into account the value and applicability of the value-added services included in a Vendor’s Reply, in accordance with the evaluation criteria included in the ITN. The Department intends to further discuss value-added services in the negotiation phase.</p> <p>Every Vendor’s Reply will be unique and will be scored based on the unique offering proposed. This is similar to a scenario where Vendors were including commission rates of varying levels.</p>

Question Number	Question	Answer
13	<p>3) Section 4.9.A. – Evaluation Phase Methodology Evaluation Team members will assign a 1 – 5 score, using no fractions or decimals, to each Technical Evaluation section. The Evaluation Team members must include a written comment justifying any score other than 3 (adequate). The Technical Evaluation scores received from each evaluator will be multiplied by their assigned weight and averaged to obtain the Vendor’s weighted Final Technical Evaluation Score. The Department will combine the Vendor’s Final Technical Score and the Vendor’s Final Cost Score to determine the Vendor’s Final Evaluation Score.</p> <p>QUESTION: Would the State please review that above evaluation methodology. The above described methodology would provide for more than 500 points if followed as written. In order for the evaluations to provide a maximum 500 point scoring each evaluator’s averaged score would need to be averaged together.</p>	<p>Each evaluator’s score, in each Section, will be multiplied by their assigned weight and then each evaluator’s scores will be averaged together into one Technical Evaluation Score, per Section, totaling 500 points.</p>
14	<p>4) The ITN, nor Addendums, require all vendors (including incumbent) to provide new equipment, including phones, for mandatory items.</p> <p>QUESTION: Please clarify that section 3.1.3 and section 3.6.6 SES-02, SES-06, SES-07, and SES-08 require all vendors, including the incumbent, to provide new equipment, including phones and monitoring terminals, for all mandatory items. If the incumbent is instead permitted to re-use equipment while all other vendors are required to install new equipment, this would provide an unfair advantage in labor, equipment costs, and timeline requirements against all other vendors who would have to procure and install all new equipment.</p>	<p>Confirmed, the intention of the Department is that new equipment would be installed as part of the resulting Contract, including if the incumbent Contractor were to be selected.</p>

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

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

Question Number	Question	Answer
29	<p>o. QUESTION: Would full coverage of the property be permissible?</p>	<p>The Department is interested in expanding our coverage to the extent coverage does not interfere with other Department technology, including authorized employee cellular phones and staff timekeeping application(s). Authorized employees need to be able to utilize their cellular phones consistently for both incoming and outgoing calls. We are interested in reviewing each Respondent's proposed solution.</p>
30	<p>6) Addendum 003 Q&A Question - 3.6.4 – SF-027 – “The Vendor shall ensure the inmate telephone system will only initiate calls in a “collect call” mode (prepaid or normal collect calls) to land and cellular lines with Billing Number Addresses (BNA) for all inmate telephone calls.” Would the State please clarify if the intent is that only calls in which vendor has BNA, billing name and address, can be connected and if a Billing Number Address is not available then calls should not be connected? Answer - Correct, per section 3.6.4, SF-027, it is the responsibility of the Vendor to make the determination, based on BNA information provided, as whether or not the telephone provider of the family and friends meets the criteria of the Contract before approving their ability to accept calls from an inmate. QUESTION: This would seem to indicate that the vendor must positively identify every called party via BNA. Is this process currently in place? If so, what is the process currently utilized by the incumbent? If awarded to a vendor other than the incumbent, will the data received from the outgoing vendor with regards to approved call lists numbers be accepted as verified or will FDC require the new vendor to revalidate all numbers?</p>	<p>Yes, a BNA verification process is currently in place. In the event that the incumbent Vendor is not awarded the resulting Contract, the approved call list numbers reviewed by the prior Vendor will be accepted as verified. Inmates are allowed to update their call lists twice per year. During transition and implementation, any submitted call list updates must be verified by the awarded Vendor.</p>

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

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

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

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

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

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

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

Acknowledged and agreed on _____, 2017

By: _____
(Signature)

Name: _____

Company Name: _____

Title: _____

Florida Department of Corrections (FDC)

By: _____
(Signature)

Name: _____