

*This document is a draft of a planned solicitation and is subject to change without notice.*



**REQUEST FOR PROPOSALS (RFP) No. 02194  
for  
DETAINEE ELECTRONIC COMMUNICATIONS AND MEDIA SOLUTION**

**ISSUED BY MIAMI-DADE COUNTY:**

Internal Services Department, Strategic Procurement Division  
for  
Miami-Dade Corrections and Rehabilitations Department

**MIAMI-DADE COUNTY CONTACT FOR THIS SOLICITATION:**

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**PROPOSALS DUE:**

On the date and at the time specified in BidSync. Check BidSync for potential updates

**IT IS THE POLICY OF MIAMI-DADE COUNTY (COUNTY) THAT ALL ELECTED AND APPOINTED COUNTY OFFICIALS AND COUNTY EMPLOYEES SHALL ADHERE TO THE PUBLIC SERVICE HONOR CODE (HONOR CODE). THE HONOR CODE CONSISTS OF MINIMUM STANDARDS REGARDING THE RESPONSIBILITIES OF ALL PUBLIC SERVANTS IN THE COUNTY. VIOLATION OF ANY OF THE MANDATORY STANDARDS MAY RESULT IN ENFORCEMENT ACTION.  
(SEE IMPLEMENTING ORDER 7-7)**

Electronic proposal responses to this RFP are to be submitted through a secure mailbox at BidSync until the date and time as indicated in this document. It is the sole responsibility of the Proposer to ensure its proposal reaches BidSync before the Solicitation closing date and time. There is no cost to the Proposer to submit a proposal in response to a Miami-Dade County solicitation via BidSync. Electronic proposal submissions may require the uploading of electronic attachments. The submission of attachments containing embedded documents or proprietary file extensions is prohibited. All documents should be attached as separate files. All proposals received and time stamped through the County's third party partner, BidSync, prior to the proposal submittal deadline shall be accepted as timely submitted. The circumstances surrounding all proposals received and time stamped after the proposal submittal deadline will be evaluated by the procuring department in consultation with the County Attorney's Office to determine whether the proposal will be accepted as timely. Proposals will be opened promptly at the time and date specified. The responsibility for submitting a proposal on or before the stated time and date is solely and strictly the responsibility of the Proposer. The County will in no way be responsible for delays caused by technical difficulty or caused by any other occurrence. All expenses involved with the preparation and submission of proposals to the County, or any work performed in connection therewith, shall be borne by the Proposer(s).

A Proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal up until the proposal due date. The County will only consider the latest version of the proposal. For competitive bidding opportunities available, please visit the County's Internal Services Department website at: <http://www.miamidade.gov/procurement/>.

Requests for additional information or inquiries must be made in writing and submitted using the question/answer feature provided by BidSync at [www.bidsync.com](http://www.bidsync.com). The County will issue responses to inquiries and any changes to this Solicitation it deems necessary in written addenda issued prior to the proposal due date (see addendum section of BidSync Site). Proposers who obtain copies of this Solicitation from sources other than through BidSync risk the possibility of not receiving addenda and are solely responsible for those risks.

## CONTENTS

1.0	Project Overview and General Terms and Conditions.....	3
1.1	Introduction.....	3
1.2	Definitions.....	3
1.3	General Proposal Information.....	4
1.4	Aspirational Policy Regarding Diversity.....	5
1.5	Cone of Silence.....	5
1.6	Communication with Competitive Selection Committee Members.....	5
1.7	Pre-Proposal Conference/Site Visit.....	5
1.8	Public Entity Crimes.....	6
1.9	Lobbyist Contingency Fees.....	6
1.10	Collusion.....	6
2.0	Services Required.....	7
3.0	Response Requirements.....	7
3.1	Submittal Requirements.....	7
3.2	Multiple Proposal Restriction.....	7
4.0	Evaluation Process.....	8
4.1	Review of Proposals for Responsiveness.....	8
4.2	Evaluation Criteria.....	8
4.3	Oral Presentations.....	8
4.4	Selection Factor.....	9
4.5	Local Certified Veteran Business Enterprise Preference.....	9
4.6	Price Evaluation.....	9
4.7	Local Preference.....	9
4.8	Negotiations.....	10
4.9	Contract Award.....	10
4.10	Rights of Protest.....	10
5.0	Proposal Submission Requirements.....	11
5.1	Project Approach.....	11
5.2	Relevant Experience of Proposer.....	12
5.3	Solution Components and Functionality.....	13
5.4	Minimum Qualification Requirements.....	14
5.5	Exceptions.....	15
6.0	Terms and Conditions.....	15
7.0	Attachments.....	15
7.1	Proposal Submission Package:.....	15
7.2	Attachments to the RFP:.....	15

## 1.0 PROJECT OVERVIEW AND GENERAL TERMS AND CONDITIONS

### 1.1 INTRODUCTION

Miami-Dade County, hereinafter referred to as the County, as represented by the Miami-Dade Corrections and Rehabilitations Department (MDCR) is soliciting proposals for a contract with MDCR to provide in-custody detainees with an Electronic Communication and Media Solution (the "Solution") through tablets, mobile kiosks, and stationary kiosks that utilize touchscreen as the primary input device. The Contractor shall provide all required equipment, hardware, software licenses, implementation, interface development, configuration, training, hosting, and maintenance and support services, throughout the duration of the contract. The solution shall be Criminal Justice Information System (CJIS) compliant as per policy Version 5.9 and remain compliant with future releases of the FBI's Criminal Justice Information Security policy. The solution must be on a physically separate network that does not interfere with current MDCR systems, to include Network, Wi-Fi, and radio frequencies. The Contractor shall be responsible for any costs associated with independent surveys conducted to ensure compliance with non-interference.

The County desires the Solution to be fully implemented no later than ninety (90) days after Contract execution.

The County anticipates awarding a contract for an initial five (5) year period, with one (1), five (5) year option to renew term, at the County's sole discretion.

#### The anticipated schedule for this Solicitation is as follows:

Solicitation Issued:	TBD
Pre-Proposal Conference:	See BidSync for the scheduled date and time
Deadline for Receipt of Questions:	See BidSync for the scheduled date and time
Proposal Due Date:	See BidSync for the scheduled date and time
Evaluation Process:	TBD
Projected Award Date:	TBD

### 1.2 DEFINITIONS

The following words and expressions used in this Solicitation shall be construed as follows, except when it is clear from the context that another meaning is intended:

1. The words "Competitive Selection Committee" or "CSC" to mean the group of individuals who are tasked with reviewing, evaluating and scoring the Proposals submitted in response to this RFP.
2. The word "Contractor" to mean the Proposer that receives any award of a contract from the County as a result of this Solicitation, also to be known as "the prime Contractor".
3. The word "County" to mean Miami-Dade County, a political subdivision of the State of Florida.
4. The words "Joint Venture" to mean an association of two or more persons, partnerships, corporations, or other business entities under a contractual agreement to conduct a specific business enterprise for a specified period with both sharing profits and losses.
5. The word "Proposal" to mean the properly signed and completed written good faith commitment by the Proposer submission in response to this Solicitation by a Proposer for the Services, and as amended or modified through negotiations.
6. The word "Proposer" to mean the person, firm, entity or organization, as stated on the Submittal Form, submitting a proposal to this Solicitation.
7. The words "Scope of Work" to mean Section 2.0 of this Solicitation, which details the work to be performed by the Contractor.
8. The word "Solicitation" to mean this Request for Proposals (RFP) or Request for Qualifications (RFQ) document, and all associated addenda and attachments.
9. The word "Subcontractor" to mean any person, firm, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, or labor and materials, in connection with the Services to the County, whether directly or indirectly, on behalf of the Contractor.
10. The words "Work", "Services", "Program", or "Project" to mean all matters and things that will be required to be done by the Contractor in accordance with the Scope of Work, and the terms and conditions of this Solicitation.
11. The word "Detainee" to mean a person held in the custody of Miami-Dade Corrections and Rehabilitations Department.

12. The words "Equipment/Hardware" to mean any physical component of the Solution required for the Solution to operate.
13. The word "tablet" to mean a small hand-held device that provides information and services through a touch screen monitor.
14. The words "mobile kiosk" to mean an enclosed wireless device on wheels that provides information and services through a touch screen monitor.
15. The words "stationary kiosk" to mean an enclosed device wall or floor mounted, locked, with no moving parts and equipped with industrial glass touch screen monitor that provides information and services.
16. The word "module" to mean a selection of independent electronic circuits packaged onto a circuit board to provide a basic function within a computer.
17. The word "application" to mean a computer software package that performs a specific function for an end user, or another application based on carefully designed features.
18. The words "Privileged Mail" to mean written correspondence, both incoming and outgoing, between detainees, their attorney, and the courts.
19. The words "installation" or "install" or "installed" or "installing" to mean completely assembling and connecting all material, parts, software, components, appliances, supplies and related equipment necessary to satisfy the requirements for implementation of the Scope of Work and the Contract.
20. The words "Licensed Software" to mean programs and related documentation for certain Contractor-developed and/or Contractor owned and/or subcontractor-developed operating and application software for operating the Solution.
21. The word "Maintenance" to mean the product updates and product upgrades required for the County to achieve optimal performance of the Software as outlined in Attachment A, "Scope of Work."
22. The word "Site(s)" to mean any of the County facilities where the Services covered under the Contract will be furnished, installed and maintained.
23. The word "Solution" to mean the Software System and all associated services required to successfully implement and complete the items outlined in Attachment A, "Scope of Work."
24. The words "Go-Live" to mean the County's use of the Solution in a production environment with business being transacted in the Solution.
25. The words "Final Acceptance" to mean the County's written notice that all Work has been completed and the Solution, including all components, has successfully achieved Go-Live and is operating in conformance with the Scope of Work of any contract awarded as a result of this Solicitation.

### 1.3 GENERAL PROPOSAL INFORMATION

The County may, at its sole and absolute discretion, reject any and all or parts of any or all proposals; accept parts of any and all proposals; further negotiate project scope and fees; postpone or cancel at any time this Solicitation process; or waive any irregularities in this Solicitation or in the proposals received as a result of this process. In the event that a Proposer wishes to take an exception to any of the terms of this Solicitation, the Proposer shall clearly indicate the exception in its proposal. No exception shall be taken where the Solicitation specifically states that exceptions may not be taken. Further, no exception shall be allowed that, in the County's sole discretion, constitutes a material deviation from the requirements of the Solicitation. Proposals taking such exceptions may, in the County's sole discretion, be deemed non-responsive. The County reserves the right to request and evaluate additional information from any Proposer regarding Proposer's responsibility after the submission deadline as the County deems necessary.

The Proposer's proposal will be considered a good faith commitment by the Proposer to negotiate a contract with the County, in substantially similar terms to the proposal offered and, if successful in the process set forth in this Solicitation and subject to its conditions, to enter into a contract substantially in the terms herein. Proposer's proposal shall be irrevocable until contract award unless the proposal is withdrawn. A proposal may be withdrawn in writing only, addressed to the County contact person for this Solicitation, prior to the proposal due date and time, or upon the expiration of one hundred eighty (180) calendar days after the opening of proposals.

As further detailed in the Submittal Form, Proposers are hereby notified that all information submitted as part of, or in support of proposals will be available for public inspection after opening of proposals, in compliance with Chapter 119, Florida Statutes, (the "Public Record Law")

Any Proposer who, at the time of proposal submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law, may be found non-responsible.

To request a copy of any code section, resolution and/or administrative/implementing order cited in this Solicitation, contact the Clerk of the Board at (305) 375-5126, Monday- Friday, 8:00 a.m. – 4:30 p.m.

#### 1.4 ASPIRATIONAL POLICY REGARDING DIVERSITY

Pursuant to Resolution No. R-1106-15, County vendors are encouraged to utilize a diverse workforce that is reflective of the racial, gender and ethnic diversity of Miami-Dade County and employ locally based small firms and employees from the communities where work is being performed in their performance of work for the County. This policy shall not be a condition of contracting with the County, nor will it be a factor in the evaluation of solicitations unless permitted by law.

#### 1.5 CONE OF SILENCE

Pursuant to Section 2-11.1(t) of the Code of Miami-Dade County, as amended (the "Code"), a "Cone of Silence" is imposed upon each RFP or RFQ after advertisement and terminates at the time a written recommendation is issued. The Cone of Silence prohibits any communication regarding RFPs between, among others:

- potential Proposers, service providers, lobbyists or consultants **and** the County's professional staff including, but not limited to, the County Mayor and the County Mayor's staff, County Commissioners or their respective staffs;
- the County Commissioners or their respective staffs **and** the County's professional staff including, but not limited to, the County Mayor and the County Mayor's staff; or
- potential Proposers, service providers, lobbyists or consultants, any member of the County's professional staff, the Mayor, County Commissioners or their respective staffs **and** any member of the respective Competitive Selection Committee.

The provisions do not apply to, among other communications:

- oral communications with the staff of the Vendor Outreach and Support Services Section, the responsible Procurement Contracting Officer (designated as the County's contact on the face of the Solicitation), provided the communication is limited strictly to matters of process or procedure already contained in the Solicitation document;
- oral communications at pre-proposal conferences and oral presentations before Competitive Selection Committees during any duly noticed public meeting, public presentations made to the Board of County Commissioners (the "Board") during any duly noticed public meeting;
- recorded contract negotiations and contract negotiation strategy sessions; or
- communications in writing at any time with any County employee, official or member of the Board of County Commissioners unless specifically prohibited by the applicable RFP documents.

When the Cone of Silence is in effect, all potential vendors, service providers, bidders, lobbyists and consultants shall file a copy of any written correspondence concerning the particular RFP with the Clerk of the Board, which shall be made available to any person upon request. The County shall respond in writing (if County deems a response is necessary) and file a copy with the Clerk of the Board, which shall be made available to any person upon request. Written communications may be in the form of e-mail, with a copy to the Clerk of the Board at [clerkbcc@miamidade.gov](mailto:clerkbcc@miamidade.gov).

All requirements of the Cone of Silence policies are applicable to this Solicitation and must be adhered to. Any and all written communications regarding the Solicitation are to be submitted only to the Procurement Contracting Officer with a copy to the Clerk of the Board. The Proposer shall file a copy of any written communication with the Clerk of the Board. The Clerk of the Board shall make copies available to any person upon request.

#### 1.6 COMMUNICATION WITH COMPETITIVE SELECTION COMMITTEE MEMBERS

Proposers are hereby notified that direct communication regarding this Solicitation, written or otherwise, with Competitive Selection Committee or, as a whole, **are expressly prohibited**. Any oral communications with Competitive Selection Committee/Review Team Members other than as provided in Section 2-11.1 of the Code, are prohibited.

#### 1.7 PRE-PROPOSAL CONFERENCE/SITE VISIT

It is highly recommended that Proposers attend the pre-proposal conference/ site visit to become familiar with any conditions which may, in any manner affect the work to be done or affect the equipment, materials and labor required prior to submitting a proposal;

including, but not limited to understanding the characteristics of the inmate facilities. No additional allowances will be made because of lack of knowledge of these conditions.

The pre-proposal conference has been scheduled as follows:

a) **Pre-Proposal Conference**

A Pre-Proposal Conference will be held on the day, location, and time specified in BidSync.

b) **Site Visits**

Site Visits will be held at MDCR's four (4) Detainee facilities, on the day and times specified in BidSync. The location and order in which the facilities will be visited is listed below:

**Meeting place:** Pre-Trial Detention Center--1321 NW 13th Street Miami, Florida 33125  
**Second visit:** Turner Guilford Knight Center--7000 NW 41st Street, Miami, Florida 33166  
**Third visit:** Boot Camp--6950 NW 41st Street, Miami, FL 33166  
**Last visit:** Metro West Detention Center--13850 NW 41st Street, Miami, Florida 33178

Proposers shall arrive promptly as the meeting/site visits will start on time. Proposers are requested to bring a copy of the Solicitation to the pre-proposal conference/ site visit, as additional copies will not be available. These meetings are exempt from the 'Cone of Silence,' allowing for any questions to be addressed with representatives from Miami-Dade County. These are public meetings and multiple members of individual community councils may be present. The County is not responsible for any costs incurred by potential Proposers to attend the pre-proposal conference and site visits.

Each person requesting attendance to the site visits shall RSVP, inclusive of the details identified above, via email as instructed in BidSync to [Brian.Webster@miamidade.gov](mailto:Brian.Webster@miamidade.gov), copying the Clerk of the Board at [Clerk.Board@miamidade.gov](mailto:Clerk.Board@miamidade.gov).

**Note:** Upon arrival to the Pre-Proposal Conference/site visits, all parties must present government-issued identification (Driver's License, Passport, State-issued ID etc.) to finalize the verification process.

## 1.8 PUBLIC ENTITY CRIMES

Pursuant to Paragraph 2(a) of Section 287.133 of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal for a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and, may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

## 1.9 LOBBYIST CONTINGENCY FEES

- a) In accordance with Section 2-11.1(s) of the Code, after May, 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.
- b) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependent on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Mayor or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the County Commission or a County board or committee.

## 1.10 COLLUSION

In accordance with Section 2-8.1.1 of the Code, where two (2) or more related parties, as defined herein, each submit a proposal for any contract, such proposals shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of

evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such proposals. Related parties shall mean Proposer, the principals, corporate officers, and managers of the Proposer; or the spouse, domestic partner, parents, stepparents, siblings, children or stepchildren of a Proposer or the principals, corporate officers and managers thereof which have a direct or indirect ownership interest in another Proposer for the same contract or in which a parent company or the principals thereof of one Proposer have a direct or indirect ownership in another Proposer for the same contract. Proposals found to be collusive shall be rejected. Proposers who have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

## 2.0 Services Required

General Summary of Services:

- a) The purpose of this solicitation is to enter into a contract whereby the Contractor provides all detainee kiosks, infrastructure and related equipment, software, and services at no cost to the County. Contractor shall provide services in accordance with Attachment A, *Scope of Work*, and Attachment C, *Draft Agreement*.
- b) The Contractor shall assume prime contractor responsibility of the Contract to be the sole point of contact with regard to the Solution's installation, maintenance and training. The Contractor shall assume responsibility for all services and equipment obtained under or provided during the contract resulting from this Solicitation.
- c) The County will demonstrate reasonable care but will not be liable in the event of loss, destruction, or theft of Contractor owned equipment, software, or technical literature to be delivered or to be used in the installation of deliverables. The Contractor is required to retain total liability for the Solution. At no time will MDCR be responsible or accept liability for any Contractor owned items.

## 3.0 RESPONSE REQUIREMENTS

### 3.1 SUBMITTAL REQUIREMENTS

In response to this Solicitation, Proposer should **complete and return the entire Proposal Submission Package**, see Section 7. Proposers should carefully follow the format and instructions outlined therein. All documents and information must be fully completed and signed as required and submitted in the manner described, via the BidSync system, including the completion and electronic execution of the "Waiver of Confidentiality and Trade Secret Treatment of Proposal" contained within the Proposer Submittal Form provided via BidSync

The Proposal shall be written in sufficient detail to permit the County to conduct a meaningful evaluation of the proposed services, in accordance with Section 5, *Proposal Submission Requirements*. However, overly elaborate proposals are not requested or desired.

### 3.2 MULTIPLE PROPOSAL RESTRICTION

A single Proposer shall not submit multiple Proposals in response to this Solicitation. It is the responsibility of Proposers to be aware of this restriction. Proposals submitted in violation of this restrictions may result in the Proposer being deemed non-responsive in accordance with Section 4.1.

## 4.0 Evaluation Process

### 4.1 Review of Proposals for Responsiveness

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in this Solicitation. A responsive proposal is one which follows the requirements of this Solicitation, includes all documentation, is submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the proposal being deemed non-responsive.

### 4.2 Evaluation Criteria

Proposals will be evaluated by a Competitive Selection Committee which will evaluate and rank proposals on criteria listed below. The Competitive Selection Committee will be comprised of executives, professionals and subject matter experts within the County or from private or non-profit sectors, other governmental/quasi-governmental organizations, and retired executives with the appropriate experience and/or knowledge, striving to ensure that the Competitive Selection Committee is balanced with regard to both ethnicity and gender. The criteria are itemized with their respective weights for a maximum total of one thousand (1000) points per Competitive Selection Committee member.

<u>Technical Criteria</u>	<u>Points</u>
A. <u>Project Approach</u> Proposer's approach and methodology to providing the services defined by the Scope of Work	200
B. <u>Relevant Experience of Proposer</u> Relevant experience and qualifications of the Proposer and its key personnel, including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors	200
C. <u>Solution Components and Functionality</u> Proposer's equipment, software, and accessories, including but not limited to tablets, stationary kiosks, mobile kiosks, headphones, speakers, earbuds, and chargers	300
<u>Financial Criteria</u>	<u>Points</u>
D. <u>Proposal Price Schedule</u> Proposer's prices to perform the contract requirements, in accordance with Attachment B, <i>Proposal Price Schedule</i> .	300
<b>Total: 1000</b>	

Any Proposer, whether a joint venture or otherwise, may proffer the experience or qualifications of its corporate parent, sister, or subsidiary (collectively "an Affiliated Company"). However, given the unique nature of individual corporate relationships, Proposers seeking to rely on the experience or qualifications of an affiliated company are advised that the Competitive Selection Committee shall have the discretion to determine what weight, if any, it wishes to give such proffered experience or qualifications on a case-by-case basis. Competitive Selection Committee may base such decision on the particulars of the relationship between the Proposer and the affiliated company, as evidenced by the information and documentation provided in Section 5.0, *Proposal Submission Requirements*, during Oral Presentations, or otherwise presented at the request of the Competitive Selection Committee.

### 4.3 Oral Presentations

Upon evaluation of the criteria indicated above (Technical and Price), rating and ranking, the Competitive Selection Committee may choose to conduct an oral presentation with the Proposer(s) which the Competitive Selection Committee deems to warrant further consideration based on, among other considerations, scores in clusters and/or maintaining competition. (See Affidavit – "Lobbyist Registration for Oral Presentation" regarding registering speakers in the proposal for oral presentations.) Oral presentations may



be inclusive of Solution demonstrations, including workflow scenarios. Upon completion of the oral presentation(s), the Competitive Selection Committee will re-evaluate, re-rate and re-rank the proposals remaining in consideration based upon the written documents combined with the oral presentation.

#### 4.4 Selection Factor

This Solicitation includes a selection factor for Miami-Dade County Certified Small Business Enterprises (SBE's) as follows. A SBE is entitled to receive an additional ten percent (10%) of the total technical evaluation points on the technical portion of such Proposer's proposal. Pursuant to Sections 2-8.1.1.1.1 and 2-8.1.1.1.2 of the Code, Proposer shall have all the necessary licenses, permits, registrations and certifications, to include SBE certification, to perform a commercially useful function in the provision of the type of goods and/or services required by this Solicitation. For certification information, contact Small Business Development Division at (305) 375-2378 or visit <http://www.miamidade.gov/smallbusiness/>.

The SBE must be certified by proposal submission deadline, at contract award, and for the duration of the contract to remain eligible for the preference. Firms that graduate from the SBE Program during the contract term may remain on the contract.

Any Proposer may enter into a Joint Venture with a Small Business Enterprise firm for the purposes of receiving an SBE Selection Factor. Joint Ventures will be considered as one entity by the County during the evaluation of the proposal in response to this Solicitation. Joint Ventures must be pre-approved by Small Business Development and meet the criteria for the purposes of receiving an SBE Selection Factor pursuant to this Section.

Whenever there are two best ranked proposals that are substantially equal and only one of the two so ranked proposals is submitted by a Proposer entitled to a Selection Factor, the Selection Factor shall be the deciding factor for award.

#### 4.5 Local Certified Veteran Business Enterprise Preference

This Solicitation includes a preference for Miami-Dade County Local Certified Veteran Business Enterprises in accordance with Section 2-8.5.1 of the Code. "Local Certified Veteran Business Enterprise" or "VBE" is a firm that is (a) a local business pursuant to Section 2-8.5 of the Code and (b) prior to proposal or bid submittal is certified by the State of Florida Department of Management Services as a veteran business enterprise pursuant to Section 295.187 of the Florida Statutes. A VBE that submits a proposal in response to this solicitation is entitled to receive an additional five percent of the evaluation points scored on the technical portion of such vendor's proposal. If a Miami-Dade County Certified Small Business Enterprise (SBE) measure is being applied to this Solicitation, a VBE which also qualifies for the SBE measure shall not receive the veteran's preference provided in this section and shall be limited to the applicable SBE preference. At the time of proposal submission, the firm must affirm in writing its compliance with the certification requirements of Section 295.187 of the Florida Statutes and submit this affirmation and a copy of the actual certification along with the Submittal Form.

#### 4.6 Price Evaluation

The price proposal will be evaluated subjectively in combination with the technical proposal, including an evaluation of how well it matches Proposer's understanding of the County's needs described in this Solicitation, the Proposer's assumptions, and the value of the proposed services. The pricing evaluation is used as part of the evaluation process to determine the highest ranked Proposer. The County reserves the right to negotiate the final terms, conditions and pricing of the contract as may be in the best interest of the County.

#### 4.7 Local Preference

The evaluation of competitive solicitations is subject to Section 2-8.5 of the Code, which, except where contrary to federal or state law, or any other funding source requirements, provides that preference be given to local businesses. If, following the completion of final rankings by the Competitive Selection Committee a non-local Proposer is the highest ranked responsive and responsible Proposer, and the ranking of a responsive and responsible local Proposer is within 5% of the ranking obtained by said non-local Proposer, then the highest ranked local Proposer shall have the opportunity to proceed to negotiations and the Competitive Selection Committee will recommend that a contract be negotiated with said local Proposer.

## 4.8 Negotiations

The Competitive Selection Committee will evaluate, score and rank proposals, and submit the results of the evaluation to the County Mayor or designee with its recommendation. The County Mayor or designee will determine with which Proposer(s) the County shall negotiate, if any, taking into consideration the Local Preference Section above. The County Mayor or designee, at their sole discretion, may direct negotiations with the highest ranked Proposer, and/or may request a better offer. In any event the County engages in negotiations with a single Proposer and/or requests a better offer, the discussions may include price and conditions attendant to price.

Notwithstanding the foregoing, if the County and said Proposer(s) cannot reach agreement on a contract, the County reserves the right to terminate negotiations and may, at the County Mayor's or designee's discretion, begin negotiations with the next highest ranked Proposer(s). This process may continue until a contract acceptable to the County has been executed or all proposals are rejected. No Proposer shall have any rights against the County arising from such negotiations or termination thereof.

Any Proposer recommended for negotiations shall complete a Collusion Affidavit, in accordance with Section 2-8.1.1 of the Code. (If a Proposer fails to submit the required Collusion Affidavit, said Proposer shall be ineligible for award). Additionally, any Proposer recommended for negotiations shall comply with the lobbyist registration requirements of the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance pursuant to Section 2-11.1(s) of the Code. A principal of any corporation, partnership or other entity who appears as a lobbyist on behalf of an entity, without special compensation or reimbursement for the appearance, shall register with the Clerk as required by the Ordinance 73-21, but shall not be required to pay any registration fees.

Any Proposer recommended for negotiations may be required to provide to the County:

- a) Its most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.
- b) Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees or subcontractors is or has been involved within the last three years.
- c) Disclosure of any lawsuits which include allegations of discrimination in the last ten years prior to date of solicitation, the disposition of such lawsuits, or statement that there are NO such lawsuits, in accord with Resolution No. [R-828-19](#).

(Note: the County may require the Contractor to complete one or more plans (submittals) identified in the Scope of Work, during the negotiation phase of the solicitation process)

## 4.9 Contract Award

Any proposed contract, resulting from this Solicitation, will be submitted to the County Mayor or designee. All Proposers will be notified in writing of the decision of the County Mayor or designee with respect to contract award. The Contract award, if any, shall be made to the Proposer whose proposal shall be deemed by the County to be in the best interest of the County. Notwithstanding the rights of protest listed below, the County's decision of whether to make the award and to which Proposer shall be final.

## 4.10 Rights of Protest

A recommendation for contract award may be protested by a Proposer in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the Code, as amended, and as established in Implementing Order No. 3-21.

## 5.0 Proposal Submission Requirements

### 5.1 Project Approach

1. Describe the specific project plan and procedures to be used in providing the services in the Scope of Work (see Attachment A) and Attachment C (Draft Agreement).
2. Describe the approach to project organization and management, including the responsibilities of Proposer's management and staff personnel that will perform work in this project.
3. Provide a detailed approach to data protection and storage.
4. Provide a project schedule identifying specific key tasks and duration including an outline of a Quality Control Plan to manage the project to include an estimated timeframe for implementation of services after contract execution. Proposer should provide a Project Schedule (Gantt Chart), preferably in Microsoft Project, as well as in PDF with the proposal submission, to include approximate timeframes for all implementation phases and key tasks to include activities such as business process review; software customization; County review/approval of deliverables; site preparation; unit, system and acceptance testing; load and balance testing; a phased approach to the training and implementation of the solution and post-implementation support.

Proposer's Project Schedule should include a project task list and timeline including detailed scope tasks/activities, organized in phases including, but not limited to project management activities, key resources, and estimated hours per key activity in order to facilitate resource availability and allocation.

5. Provide a detailed description of the proposed use of County resources for the implementation of the Solution, including a County staffing plan outlining the anticipated role (i.e., subject matter expertise, technical support staff, application development), including work expected to be performed by County staff including:
  - a) List all key positions that will be required by Miami-Dade County for all phases of this project (e.g., project management, operational subject matter experts from MDCR and any other entity).
  - b) Describe the role and responsibility for each County position.
  - c) For key County positions listed above (e.g., Project Manager, System Administration and Technical positions), please describe all required knowledge, skills and abilities.
  - d) Describe the estimated level of effort and associated timeframes (e.g., percentage of an FTE) that will be required by each of the identified County positions for each phase of the project.

### 6. Solution Implementation and Configuration

Proposers should describe their build and release approach, including at minimum:

- Required level of effort based on the expected configuration and customization work
- Software configuration approach including check-in and check-out procedures
- Software development approach including check-in and check-out procedures
- Code management approach and documentation
- Any other key activity.

For each of the above, the Proposer shall detail expected deliverables, the Proposer and County's respective responsibilities, and acceptance criteria.

### 7. Solution Maintenance

Provide the approach to Solution maintenance, support, and change management including but not limited to: new software releases, software upgrades, updates, patches, bug fixes, and optional software features. Proposer shall provide documentation of quality control processes used to ensure the integrity of the software, application data, and future changes/patches.

8. Provide a detailed explanation of the post-implementation support to be provided for the proposed Solution during a limited period immediately following Go-Live. Identify the resources to be committed to providing post-implementation support including role and responsibility. Include total duration in calendar days, hours of support, type of support (i.e., on-site, remote), and number of resources.
9. Provide a detailed description of the technical support and help desk services proposed. Include details regarding (i) opening a support ticket, (ii) electronic ticketing, (iii) weekly case reporting, (iv) number of steps to reach live support, and (v) other hardware/workstation support.
10. Describe in detail Proposer's sustainable business practices, by addressing the three pillars of sustainability: environmental, social, and economic.
  - a. Environmental – Consideration of Product Attributes
    - i. Explain how Proposer will perform the Work required in this project by using durable products, reusable products and products (including those used in services) that contain the maximum level of post-consumer waste, post-industrial and/or recyclable content, without significantly affecting the intended use of the goods or services required.
    - ii. Provide Proposer's environmental policies, programs, certifications, in addition to specific requirements
  - b. Social/Fair Labor Standards - Contributions to the health, well-being and development of its employees
    - i. Describe Proposer's criteria in support of safe, fair, and equitable work practices and ethical behavior, to include:
      - Job classification descriptions of any and all services to be performed;
      - geographic area within which the services are to be performed, under safe and accessible working conditions
      - Equitable wage/benefit determination practices
      - Detailed documentation on employee development and evaluation process
  - c. Economic - Equal access to small, diverse and disadvantaged suppliers
    - i. Identify Proposer's direct efforts to develop supplier diversity initiatives used to increase the participation of small, diverse and disadvantaged enterprises, in contracting opportunities.

## 5.2 Relevant Experience of Proposer

11. Describe the basic services offered by the Proposer and the Proposer's ability to perform the work requested in this RFP (i.e. the Proposer's background, qualifications, past performance, and experience). State the number of years that the Proposer has been in existence, the current number of employees, the primary markets/areas served, and Proposer's experience as the Primary Contractor that financed, designed, constructed, installed, maintained, managed and operated a successful electronic communications and media solution program for Correctional Institutions with an average daily population (ADP) of 2,500 detainees for a minimum of two (2) years.
12. Provide a detailed description of comparable contracts (similar in scope of services to those requested herein) which the Proposer has either ongoing or completed within the past three (3) years. In lieu of the comparable contracts from the Proposer, the County will consider the contractual experience from Proposer's proposed Subcontractor or proposed key personnel, in accordance with Resolution No. 1122-21. The description should identify for each project: (i) client, (ii) description of work, (iii) total dollar value of the contract, (iv) dates covering the term of the contract, (v) client contact person and phone number, (vi) statement of whether Proposer/key personnel/Subcontractor was the prime contractor or subcontractor, and (vii) the results of the project. Where possible, list and describe those projects performed for government clients or similar size private entities (excluding any work performed for the County).
13. List all contracts which the Proposer has performed for Miami-Dade County. The County will review all contracts the Proposer has performed for the County in accordance with Section 2-8.1(g) of the Miami-Dade County Code, which requires that "a Bidder's or Proposer's past performance on County Contracts be considered in the selection of Consultants and Contractors for

future County Contracts.” As such the Proposer must list and describe all work performed for Miami-Dade County and include for each project: (i) name of the County Department which administers or administered the contract, (ii) description of work, (iii) total dollar value of the contract, (iv) dates covering the term of the contract, (v) County contact person and phone number, (vi) statement of whether Proposer was the prime contractor or subcontractor, and (vii) the results of the project.

14. Provide documentation demonstrating the Proposer’s financial strength and financial capability to provide services. Such documentation should include Proposer’s most recent certified financial statements as of a date not earlier than the end of the Proposer’s preceding official tax accounting period, with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for material change in the financial condition. If certified financial statements are not available, provide latest available financial statements (balance sheet and income statement) and letters of credit availability from accredited financial institutions, or other relevant documentation.
15. List and describe all bankruptcy petitions (voluntary or involuntary) which has been filed by or against the Proposer, its parent or subsidiaries, predecessor organization(s), or any wholly owned subsidiary during the past three (3) years. Include in the description the disposition of each such petition.
16. Identify all key personnel. Provide an organization chart showing all key personnel, including their titles, to be assigned to this project. This chart must clearly identify the Proposer’s employees and those of the subcontractors or sub-consultants and shall include the functions to be performed by the key personnel. All key personnel includes all partners, managers, seniors and other professional staff that will perform work and/or services in this project.
17. Identify Subcontractors, if any. List the names and addresses of all first tier subcontractors, and describe the extent of work to be performed by each first tier subcontractor. Describe the experience, qualifications and other vital information, including relevant experience on previous similar projects, of the subcontractors who will be assigned to this project
18. Describe the experience, qualifications and other vital information, including relevant experience on previous similar projects, of all key personnel, including those of subcontractors, who will be assigned to this project. Please include: (i) names; (ii) titles; (iii) roles/functions to be performed; and (iv) copies of applicable certifications/accreditations. Address relevant experience, qualifications and other vital information on previous similar contracts, that qualifies the key personnel to perform the services as specified in Attachment A, *Scope of Work*. Provide resumes, if available, with job descriptions including any key personnel of subcontractors who will be assigned to this contract.

**Note:** After proposal submission, but prior to the award of any contract issued as a result of this Solicitation, the Proposer has a continuing obligation to advise the County of any changes, intended or otherwise, to the key personnel identified in its proposal.

### 5.3 Solution Components and Functionality

19. Describe the Proposer’s equipment and accessories, including but not limited to tablets, stationary kiosks, mobile kiosks, headphones, speakers, earbuds, charges, etc.
20. Describe the hardware the Proposer will provide and confirm that it will satisfy the requirements in the Scope of Work. Discuss how it will interface with MDCR’s systems and provide a typical hardware configuration capable of supporting the System as described in the Scope of Work. Attach supporting documentation, pictures, specifications, etc.
21. Describe the software the Proposer will provide and discuss how it will achieve the outcomes and results expected as described in the Scope of Work. Attach supporting documentation, pictures, specifications, etc.
22. Describe the security protocols for the tablet, its operating system, and the network to which it connects, and how it complies with the requirements of the corrections environment.
23. Describe the payment system the Proposer would use and how it would integrate with the systems currently used by Miami-Dade County to manage individual detainee accounts.
24. Describe the Proposer’s ability to handle Detainees personal and privileged/legal mail.

25. Describe the Proposer's ability to convert all physical personal and privileged/legal mail to a digital format available to detainees on their kiosk account.
26. Describe the Proposer's ability to provide a Behavioral Rewards program for detainees to earn credits to purchase premium items based on behavior award system and completion of educational material.
27. Describe how detainee mail received at MDCR facilities will be re-directed to Proposer's mail processing center.
28. Describe Proposer's ability to integrate with the County's Public Library System eContent.
29. Proposers shall describe all communication and resource applications available; including a description of their functionality.
30. Describe concisely how the proposed solution manages the following functionality of the Detainee Kiosk System:
  - Telephone calls
  - Video Visits
  - Email and electronic messaging
  - Legal mail
  - Personal mail
  - Educational and self-improvement programs, including religious material
  - News and notifications originating from Miami-Dade Corrections
  - Entertainment (music, games, books)
  - Filing and follow-up on inmate complaints and requests
  - Commissary orders
  - Communication monitoring/ Research software
  - Free content
  - Ability to interface with MDCR applications
31. Proposer shall complete the following requirements matrices within this document, following the instructions and response codes provided:
  - Attachment I - Information Technology Security Matrix
  - Attachment J - Detainee Comm Solution Functionality Matrix

**Note:** The County has included a detailed description of all desired functionalities to facilitate Contractor responses to this RFP. The County does not expect or require that a proposed Solution meet all of the functionalities outlined therein without the need for Customization, rather the County will evaluate each Proposal as outlined in Section 4 of the Solicitation.

#### 5.4 Minimum Qualification Requirements

32. Provide documentation that demonstrates Proposer's ability to satisfy all of the minimum qualification requirements. Proposers who do not meet the minimum qualification requirements or who fail to provide supporting documentation may be deemed non-responsive. The minimum qualification requirements for this Solicitation are as follows:
  - a. Proposers must hold a money services business license, also known as a money transmitter, issued by the State of Florida Division of Finance of the Office of Financial Regulation pursuant to the provisions of Florida Statutes Section 560.1401. Proposers must not have been fined by any state for not having a money transmission license in the past 24 months. Any such violations will be cause for disqualification.
  - b. Proposers, including through a Subcontractor, must also hold (i) a Certificate of Registration as a General Contractor issued by the State of Florida Construction Industry Licensing Board pursuant to the provisions of Florida Statutes Section 489.115; **or** (ii) a Certificate of Registration as a General Contractor issued by the State of Florida Construction Industry Licensing Board pursuant to the provisions of Florida Statutes Section 489.117, **and** hold a Certification of Competency as a General Contractor issued by the Miami-Dade Construction Trades Qualifying Board pursuant to the provisions of Section 10-3(a) of the Miami-Dade County Code.

## 5.5 Exceptions

33. If Proposer has taken any exception to the terms of this Solicitation, to include solution functionality, the Proposer shall state so in its proposal, referencing the associated document and section. Only those exceptions identified therein will be considered by the County. Exceptions not specifically delineated will not be accepted from any Proposer(s) that may be invited to participate in Negotiations as outlined in Section 4.8 of this Solicitation.

## 6.0 TERMS AND CONDITIONS

The County's **Draft Agreement** is attached. Proposers should review the document in its **ENTIRETY**. The Draft Agreement shall serve as the baseline document for purposes of negotiations as outlined in Section 4.8.

The County does not anticipate executing any separate agreements or contractual documents provided by Proposers or third parties.

## 7.0 Attachments

### 7.1 Proposal Submission Package:

Web Forms – Proposal Submittal Form, Fair Subcontract Practices Affidavit, Subcontractor Listing, Lobbyist Registration Form, and Contractor Due Diligence Affidavit

### 7.2 Attachments to the RFP:

- A. Scope of Work
- B. Proposal Price Schedule
- C. Draft Agreement
- D. Cloud Service Usage Policy 102119a (003)
- E. Payment Card Industry Security Standards
- F. Enterprise Technology Model
- G. Federal Bureau of Investigation's (FBI) CJIS Security Addendum (Annex A)
- H. FBI's CJIS Security Addendum Certification (Annex B)
- I. Information Technology Security Matrix
- J. Detainee Comm Solution Functionality Matrix

**ATTACHMENT A**



**RFP-02194**

**DETAINEE ELECTRONIC COMMUNICATIONS AND MEDIA SOLUTION**

**SCOPE OF WORK**

**ISSUED BY MIAMI-DADE COUNTY:**  
Miami-Dade Corrections and Rehabilitations Department



**SCOPE OF WORK**

***CONTENTS***

1.0 Background..... 4

2.0 Current Operating Environment ..... 4

3.0 Purpose..... 4

4.0 Contractor Responsibilities ..... 5

5.0 County Responsibilities..... 5

6.0 Certification Requirement ..... 5

7.0 Codes, Permits, Licenses ..... 5

8.0 Testing Plan..... 6

9.0 Project Implementation and Conversion Plans ..... 6

10.0 Data Conversion and Migration Plan ..... 7

11.0 Solution Maintenance Plan ..... 7

12.0 Business Continuity and Disaster Recovery Plan ..... 7

13.0 Solution Components and Functionality..... 8

    13.1 General Functionality..... 8

    13.2 Industry Standards ..... 9

    13.3 Administration/Operational Functionality ..... 9

    13.4 Network Security ..... 10

    13.5 Application Security ..... 10

    13.6 Tablet/Kiosk Requirements..... 11

    13.7 Communication Requirements ..... 13

14.0 Content Packages..... 19

    14.1 Standard Package..... 20

    14.2 Premium Package..... 20

15.0 System Updates to Services ..... 20

16.0 Solution Interface Requirements..... 21

17.0 Data Backup/Storage..... 24

18.0 System/Data Breach ..... 24

19.0 Maintenance and Support Commitment..... 24

    19.1 Solution Maintenance and Support Plan..... 25

    19.2 Customer Support Plan..... 25

20.0 Implementation ..... 26

21.0 Training..... 27

22.0 Solution Acceptance ..... 27

23.0 Solution Uptime and Downtime..... 28

24.0 Prepaid Accounts..... 28

**SCOPE OF WORK**

25.0 Payment Card Industry Compliance .....28

**SCOPE OF WORK**

**1.0 Background**

Miami-Dade County (the County) is the seventh most populous county in the United States and the most populous county east of Chicago with an estimated population of 2.8 million residents. The County also operates the 8th largest jail system in the United States and the largest in the state of Florida. As a thriving, innovative county with one of the most diverse populations in the nation, the County is holistically rethinking what “public safety” means. The County understands its role as a leader in moving its residents toward that holistic definition of “public safety.” The County can continue developing early intervention points and expanding social services to our incarcerated population by building a stronger system of support services for incarcerated and formerly incarcerated individuals, including access to support services, religious services, educational opportunities, job placement, substance abuse counseling, and work toward preventing recidivism.

The County intends to utilize the scope of required services (the Solution) to help bridge the gap between our formerly incarcerated citizens and the community. This includes removing the financial burden on many of the families of incarcerated individuals by providing significant amounts of daily phone time, video visits and other services at zero cost, as studies have shown that the success rate of returning citizens from incarceration are significantly higher when there are connections to the community. As such, the County will **not** collect commissions from revenues generated through the resulting contract to further this goal. This will stop many families, friends and loved ones already facing disproportionate amounts of financial inequity in marginalized communities from subsidizing county operations and strengthen their community connections while ensuring that we achieve the lowest possible rates on all services.

In all, the Solution will allow the Miami-Dade Corrections and Rehabilitation Department (MDCR) to further strengthen the commitment to our mission to; “Serve our community by providing safe, secure and humane detention of individuals in our custody while preparing them for a successful return to the community.”

**2.0 Current Operating Environment**

**A. Facility Environment**

MDCR presently operates four (4) correctional housing facilities with a total Average Daily Population (ADP) of approximately 4,400 detainees. These facilities include the Pre-Trial Detention Center, TKG Correctional Center, Metro West Detention Center, and the Boot Camp Program.

Metro West Detention Center	TKG Correctional Center	Pre-Trial Detention Center	Boot Camp Program
ADP- 2,300	ADP- 870	ADP- 1,200	ADP-100
Open Dormitory setting	Open Dorm with rooms	1 <sup>st</sup> generation housing	Dormitory housing
40 housing units	19 housing units	84 housing units	4 housing units
Average phone time per inmate (last 12 months) = 27.5 minutes per day			

**B. Information Systems Environment**

The County’s Enterprise Technology Model has been included in Attachment F and describes the County’s technology environment. The Solution, and each module or component and function thereof, must be capable of operating fully and correctly, completely independently from the County’s technology environment, and shall not, under any circumstances, create interference with any of the systems, devices, or services contained in said environment. Further, the County’s policies for systems utilizing a cloud environment is described in detail within Attachment D – Cloud Service Usage Policy. The Contractor, in coordination and cooperation with MDCR, shall comply with the provisions of Attachment D.

**3.0 Purpose**

**SCOPE OF WORK**

Contractor shall provide all detainee kiosks, infrastructure and related equipment, software, and services at no cost to the County. Further, the goals of this project is to better serve individuals in our custody by:

1. Electronically maintaining connections with friends and family.
2. Providing virtual access to an expansive collection of educational courses and material to prepare them for a successful re-entry into society.
3. Providing entertainment sources to keep detainees occupied in positive activities that will improve behavior for increased facility, staff, and detainees' security.
4. Ability to create profiles and resumes to search for employment after incarceration.
5. Support detainees' re-entry to their communities and rebuilding their futures.
6. Transitioning from a paper-based format to a digital environment that will provide:
  - a. uninterrupted access to all detainee service requests (medical, legal, faith based etc.)
  - b. a positive impact on the environment through a reduction of paper usage.
  - c. less physical property to safeguard, search and transport.
  - d. enhanced security through MDCR's ability to monitor detainees' activity using monitoring software.

**4.0 Contractor Responsibilities**

The Contractor shall assume prime contractor responsibility of the Contract to be the sole point of contact with regard to the Solution's installation, maintenance and training. The Contractor shall assume responsibility for all services and equipment obtained under or provided during the contract term.

Reliable high speed fiber optic cabling and establish and maintain a private wireless network at each facility, at no cost to MDCR.

Except for any wiring or cabling installed by the Contractor within walls, floors, or ceilings of facility structures, all equipment and software provided by the Contractor shall remain the property and responsibility of the Contractor.

**5.0 County Responsibilities**

MDCR will demonstrate reasonable care but will not be liable in the event of loss, destruction, or theft of contractor owned equipment, software, or technical literature to be delivered or to be used in the installation of deliverables. The Contractor is required to retain total liability for the Solution. At no time will MDCR be responsible or accept liability for any Contractor owned items.

**6.0 Certification Requirement**

Contractor shall at all times for the term of the contract, comply with the following requirements:

Contractor, including through a Subcontractor, must also hold (i) a Certificate of Registration as a General Contractor issued by the State of Florida Construction Industry Licensing Board pursuant to the provisions of Florida Statutes Section 489.115; or (ii) a Certificate of Registration as a General Contractor issued by the State of Florida Construction Industry Licensing Board pursuant to the provisions of Florida Statutes Section 489.117, and hold a Certification of Competency as a General Contractor issued by the Miami-Dade Construction Trades Qualifying Board pursuant to the provisions of Section 10-3(a) of the Miami-Dade County Code.

**7.0 Codes, Permits, Licenses**

The Contractor must comply with all mandatory licensing requirements. The Contractor must furnish and install all equipment, low voltage communication cable, power cables, miscellaneous hardware, and materials in compliance with

**SCOPE OF WORK**

all applicable codes, whether local, state or federal, and that all permits, or licenses required for installation will be obtained by the Contractor at no cost to MDCR.

**8.0 Testing Plan**

- A. Within 30 days after the date of execution of the contract (Award Date), submit a Testing Plan including, the following:
  - a) Overview and introduction of Solution's features and functions.
  - b) Outline of testing strategy.
  - c) Scope and expected duration of each testing phase (i.e., unit testing, integration testing, user acceptance testing, etc.).
  - d) Identify type and quantity of resources (users) for each testing phase (i.e., unit testing, integration testing, user acceptance testing, etc.).
  - e) Identify any systems function that will be tested.
  - f) Description of the procedure for tracking the resolution of any problems encountered during testing.
  - g) Description of the criteria that will be used to determine whether tests have been satisfactorily passed.
  - h) Proposed criteria for completion of testing tasks/phases and for resolution of any identified defects.
  
- B. Describe the recommended approach to the following types of testing to be performed on the project and the type of assistance to be provided to the County related to:
  - a) Functional Testing
  - b) Integration Testing
  - c) Stress / Performance Testing - User scalability, data volume scalability, load scalability
  - d) Interface Testing
  - e) Conversion Testing
  - f) Capacity Testing - network, hardware
  - g) Testing of Configuration Decisions
  - h) Workflow and Security Testing
  - i) Reliability Testing
  - j) User Acceptance Testing

**9.0 Project Implementation and Conversion Plans**

Within 30 days after the Award Date, submit an Implementation Plan to include, but not limited to, schedules for delivery and installation of hardware and software. The Conversion Plan should describe in detail how the Contractor will introduce its hardware and software. Provide a description of any anticipated challenges and steps to mitigate them.

Contractor shall detail their recommended Implementation Plan based upon industry best practices and previous experience and include:

- a) brief description of proposed methodology
- b) proposed project phases
- c) team roles, including subcontractors
- d) milestones/deliverables
- e) risks
- f) which tasks are proposed to be completed on-site versus remotely
- g) in a phased approach, how will active case data be reconciled between legacy systems and the Contractor's solution
- h) critical success factors
- i) assumptions

**SCOPE OF WORK**

**10.0 Data Conversion and Migration Plan**

Within 30 days after the Award Date, submit the Data Conversion and Migration Plan, address the following questions when preparing the plan:

- a) What County resources do you anticipate will be required for data migration and conversion?
- b) What are the County's responsibilities?
- c) What is your approach regarding definition of data mapping rules?
- d) What is your approach for the conversion and loading of digital images?
- e) How does your approach address extraction, transformation, staging, cleansing and validation?
- f) Is the County or Contractor responsible for cleansing County data prior to migration?
- g) What strategies do you employ to conduct the final conversion process?

**11.0 Solution Maintenance Plan**

Within 60 days after the Date of Award, submit a Solution Maintenance Plan that identifies:

- A. Solution maintenance, support, and change management including but not limited to: new software releases, software upgrades, updates, patches, bug fixes, and optional software features. Contractor shall provide documentation of quality control processes used to ensure the integrity of the software, application data, and future changes/patches.
- B. Describe the product release cycle including, but not limited to:
  - 1. Frequency of updates/enhancements or new versions (major and minor version releases).
  - 2. Contents of a release.
  - 3. Availability of release notes.
  - 4. Information contained in release notes (including known issues).
- C. Describe the degree to which the County will be able to configure/customize the Contractor's Solution including:
  - 1. How does the Contractor define customization versus configuration?
  - 2. How are code tables / pick list values managed, both manually and via automated synchronization from external systems?
  - 3. Change existing workflows for reviewing and approving reports/records within the system, or creating new workflows entirely.
- D. Describe the process for managing local configurations/customizations.

**12.0 Business Continuity and Disaster Recovery Plan**

Within 60 days after the Award Date, submit a Business Continuity and Disaster Recovery Plan that includes procedural processes in the following categories:

- a) Hardware redundancy at the primary site for critical servers and components
- b) Contingency site hardware requirements, including environmental requirements
- c) Replication methodology and software requirements
- d) Estimated bandwidth requirements for internal networking
- e) Backup methodology for data and environmental software
- f) Methodology for handling downtime with relevant manual procedures, if any, to include recovery
- g) Failover procedures
- h) Recovery Time Objective (RTO) & Recovery Point Objective (RPO)
- i) Testing methodology

**SCOPE OF WORK**

**13.0 Solution Components and Functionality**

Contractor shall provide a Solution with tablets, stationary and mobile kiosks through a secure wireless system that allows detainees to use a mobile device, analogous to commercial tablets, but with security and survivability features specialized for the MDCR environments. The Solution must access a secure, private Wi-Fi network within the facilities and make use of applications including but not limited to:

- a) (VOIP) Phone calling
- b) Video Visitation
- c) Educational and self-improvement programs, including religious materials
- d) E-mail and electronic messaging
- e) Legal Mail solution
- f) Detainee Personal Mail solution
- g) Facility Information/Notifications
- h) Entertainment (music, games, e-books)
- i) Commissary ordering online
- j) Electronic submission and tracking of requests and grievances
- k) Ability to interface with any MDCR applications
- l) Communication monitoring/Investigative software

The Contractor must confirm product solutions are part of an integrated solution owned by Contractor. The County desires a one-to-one detainee ratio for the Solution. The County requires the use of a reliable, proven state-of-the art technology for all of the components of the Solution. The County will work with the Contractor to coordinate all telecommunication, conduits, and data cabling needs; however, the Contractor shall be responsible for ensuring the successful installation and implementation of the Solution including all costs. The County is seeking a Solution with 24/7 high availability, that is fault-tolerant with no single point of failures.

The Solution should include the following functionality/components to support the described operational needs of the County:

- 1. Tablets, Mobile Kiosks, Stationary Kiosks, and adequate charging stations.
- 2. Americans with Disabilities Act (ADA) compliant
- 3. Communications network linking of all the above equipment.
- 4. Payment processing tools and applications.
- 5. Software as a service (SAS) through a cloud-based service that includes separate production, development and disaster recovery environments.
- 6. Ability to separately configure the Solution for County business rules.

Tablets	Mobile Kiosks	Stationary Kiosks
4,400 (1:1 Detainee to Tablet Ratio) 50 (MDCR Staff) 10%(replacement of inoperable tablets)	24	600

**13.1 General Functionality**

The Solution shall include, but not be limited to, the following functional specifications:

- 1. Proprietary operating system (OS). Commercial tablets are not acceptable.
- 2. Detainee telephone calling from Tablets, Mobile or Stationary Kiosks. Solution must prevent detainee from calling emergency services i.e., 911.
- 3. Detainee visitation management.
- 4. Video Visitation capabilities.

**SCOPE OF WORK**

5. Interface with Miami-Dade Public Library's digital content for detainees' consumption.
6. All content must be, at a minimum, trilingual. English, Spanish, and Creole.
7. Effectively, efficiently, and expeditiously interface with all current and future technology systems providing services to MDCR as requested by MDCR to reduce redundant data entry, avoid unnecessary duplication of services, and increase efficiencies.

**13.2 Industry Standards**

The Solution shall include, but not be limited to, the following functional specifications:

1. Comply with all applicable Federal, State, and local Americans with Disabilities Act (ADA) standards to include DISABILITY RIGHTS FLORIDA, INC., CASE NO.: 2019-CA-2825 settlement agreement between Florida Department of Corrections and Disability Rights Florida.
2. Deploy as a wireless network with the ability to wirelessly provide updates to Operating System, devices and applications, including security patches or fixes. Security updates shall be implemented within 30 days of release.
3. Provide a minimum of ten (10) Video Relay service devices to serve the hearing-impaired detainees.
4. Provide a minimum of five (5) UbiDuo3 wireless devices or comparable device and/or software for MDCR staff to communicate with detainees who are deaf or hard of hearing.

**13.3 Administration/Operational Functionality**

The Solution shall include, but not be limited to, the following functional specifications:

1. Allow read only Open Database Connectivity (ODBC) access to MDCR for custom analytic tools.
2. Communication monitoring/investigative software.
3. Ability to generate analytic reports for MDCR to respond to trends.
4. Ability to block service to any particular detainee for any particular amount of time and to remotely power off tablets and kiosk(s).
5. Allow MDCR supervisory staff the ability to assign varying access rights to administrators based on their respective role.
6. Ability to receive/deliver secure privileged mail electronically.
7. Ability to scan existing detainee legal mail/documents and personal mail to digital format available via Detainee profile.
8. Ability to have Behavioral Rewards platform for Detainee to earn credits to purchase premium items based on behavior award system and completion of educational material.
9. Ability to enable communications from a Detainee to the Contractor to resolve any questions, problems, or concerns regarding charges, refunds, or other financial inquires. MDCR will not be involved in any financial matters.
10. Ability to take a photo of the Detainee at login. Cameras must be disabled via the software and are only active for video visits and when taking the Detainee's photo at login or for other security purposes.
11. Allow MDCR to conduct surveys and communicate/notify Detainees of new policy/statements/messages and keep track of acknowledgement or completion.
12. All content shall be streamed. Detainees shall not own any content and no content may be downloaded to the tablets and kiosks unless it is data necessary for the operation of the tablets and kiosks.
13. Provide personal cloud storage at no cost that holds Detainees' files such as email, photos, and other document content. This feature shall provide Detainees with the ability to retrieve their digital content up to thirty (30) days post release from MDCR custody.
14. All data transferred to or from the tablets and kiosks must be wireless. No physically wired connection may be required to send messages or send and/or receive data.
15. Electronic messaging. Detainee must be able to receive a photo from friends and family after going through a vetting process.
16. Contain an approved library of music, e-books, movies, and games.



Proposer Name: <ENTER COMPANY NAME HERE>

Attachment B

Rev 3-24-22

MIAMI-DADE COUNTY, FLORIDA  
REQUEST FOR PROPOSALS NO. 02194  
PROPOSAL PRICE SCHEDULE

MIAMI-DADE COUNTY CORRECTIONS AND REHABILITATIONS DEPARTMENT  
DETAINEE ELECTRONIC COMMUNICATIONS AND MEDIA SOLUTION

The Proposer's fees shall be submitted on this Form "Price Proposal Schedule". Proposer is requested to fill in the applicable blanks on this form. All pricing must include all cost elements being proposed to meet the specifications outlined in Attachment A, *Scope of Work*, of this Solicitation. Any Proposer that is invited to participate in the negotiation process as outlined in Section 4.8 of the RFP shall not be permitted to increase the amount proposed during the negotiation process, except in accordance with any assumptions outlined in this form.

**Table A:**  
The Standard Package shall represent all services provided at no charge to the County, Detainees, and public.

Communication Applications	Proposer Assumptions <i>Proposer shall state below, in narrative form and in detail, ANY AND ALL assumptions, limitations, and explanations that the Proposer has made in providing the stated services at no charge.</i>	Fee Year 1	Fee Year 2	Fee Year 3	Fee Year 4	Fee Year 5	Fee Year 1	Fee Year 2	Fee Year 3	Fee Year 4	Fee Year 5
		INITIAL TERM					OPTION TO RENEW TERM				
		Ninety (60) minutes of phone calls per day		NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE
2 hours of video visitation per week		NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE
2 electronic messages per week		NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE
Unlimited receipt of digitized personal mail		NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE
Unlimited receipt of digitized privileged mail		NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE

**Table A-1:**  
Additional Communication Applications may be added below:

		NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE
		NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE
		NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE
		NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE
		NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE

**Table A-2:**  
Additional Content is identified below:

Resource Application	Proposer Assumptions <i>Proposer shall state below, in narrative form and in detail, ANY AND ALL assumptions, limitations, and explanations that the Proposer has made in providing the stated services at no charge.</i>	Fee Year 1	Fee Year 2	Fee Year 3	Fee Year 4	Fee Year 5	Fee Year 1	Fee Year 2	Fee Year 3	Fee Year 4	Fee Year 5
		INITIAL TERM					OPTION TO RENEW TERM				
		Unlimited access to religious content (recorded services and religious texts)		NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE
Unlimited access to Law library and legal research (i.e., Legal Research Associates, Westlaw Correctional)		NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE
Unlimited access to various request systems		NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE
Expansive collection of E-books and magazines		NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE
Educational Content		NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE
Job and Life skills content		NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE
Newsfeed		NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE
Vendor must supply all detainees with a pair of headphones and replacement as needed.		NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE
One (1) free movie per month		NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE
Two (2) free games, at a minimum, updated quarterly (i.e., chess, sudoku, solitaire)		NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE

**Table A-3:**  
Additional Resource Applications may be added below:

		NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE
		NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE
		NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE

FORM 2 - PRICE PROPOSAL SCHEDULE

The Proposer's fees shall be submitted on this Form "Price Proposal Schedule". Proposer is requested to fill in the applicable blanks on this form. All pricing must include all cost elements being proposed to meet the specifications outlined in Attachment A, *Scope of Work*, of this Solicitation. Any Proposer that is invited to participate in the negotiation process as outlined in Section 4.8 of the RFP shall not be permitted to increase the amount proposed during the negotiation process, except in accordance with any assumptions outlined in this form.

		NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE
		NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE

FORM 2 - PRICE PROPOSAL SCHEDULE

The Proposer's fees shall be submitted on this Form "Price Proposal Schedule". Proposer is requested to fill in the applicable blanks on this form. All pricing must include all cost elements being proposed to meet the specifications outlined in Attachment A, *Scope of Work*, of this Solicitation. Any Proposer that is invited to participate in the negotiation process as outlined in Section 4.8 of the RFP shall not be permitted to increase the amount proposed during the negotiation process, except in accordance with any assumptions outlined in this form.

**Table B:**  
The applications below shall represent all additional services available through the Proposer, which may be provided to the Detainees and public at the stated fees on a per minute basis.

Communication Applications	Proposer Assumptions <i>Proposer shall state below, in narrative form and in detail, ANY AND ALL pricing assumptions, limitations, and explanations that the Proposer has made in providing the stated services at the stated fee.</i>	Fee per Minute	Fee per Minute	Fee per Minute	Fee per Minute	Fee per Minute	Fee per Minute	Fee per Minute	Fee per Minute	Fee per Minute	Fee per Minute
		Year 1	Year 2	Year 3	Year 4	Year 5	Year 1	Year 2	Year 3	Year 4	Year 5
		INITIAL TERM					OPTION TO RENEW TERM				
Telephone usage above Ninety (60) minutes per day		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Video visitation above Two (2) hours per week		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Electronic messages above Two (2) per week		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

**Table B-2:**  
Additional Communication Applications may be added below:

		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

**Table B-3:**  
Resource Applications:

Resource Application	Proposer Assumptions <i>Proposer shall state below, in narrative form and in detail, ANY AND ALL pricing assumptions, limitations, and explanations that the Proposer has made in providing the stated services at the stated fee.</i>	Fee per Minute	Fee per Minute	Fee per Minute	Fee per Minute	Fee per Minute	Fee per Minute	Fee per Minute	Fee per Minute	Fee per Minute	Fee per Minute
		Year 1	Year 2	Year 3	Year 4	Year 5	Year 1	Year 2	Year 3	Year 4	Year 5
		INITIAL TERM					OPTION TO RENEW TERM				
Music		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Movies		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
E-Books/Magazines		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Games		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

**Table B-4:**  
Additional Resource Applications may be added below:

		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

**Table C**  
The Bundle Packages below shall represent all additional services available through the Proposer, which may be provided to the Detainees and public at the stated fees.

Bundle Package Name	Total Minutes Available	Proposer Assumptions <i>Proposer shall state below, in narrative form and in detail, ANY AND ALL applications available within the bundle at the stated fee, and ANY AND ALL assumptions, limitations, and explanations that the Proposer has made in providing the stated services.</i>	Fee	Fee	Fee	Fee	Fee	Fee	Fee	Fee	Fee	
			Year 1	Year 2	Year 3	Year 4	Year 5	Year 1	Year 2	Year 3	Year 4	Year 5
			INITIAL TERM					OPTION TO RENEW TERM				

FORM 2 - PRICE PROPOSAL SCHEDULE

The Proposer's fees shall be submitted on this Form "Price Proposal Schedule". Proposer is requested to fill in the applicable blanks on this form. All pricing must include all cost elements being proposed to meet the specifications outlined in Attachment A, *Scope of Work*, of this Solicitation. Any Proposer that is invited to participate in the negotiation process as outlined in Section 4.8 of the RFP shall not be permitted to increase the amount proposed during the negotiation process, except in accordance with any assumptions outlined in this form.

			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

**DRAFT AGREEMENT**

**DETAINEE COMMUNICATIONS AND MEDIA SOLUTION  
CONTRACT NO. RFP-02194**

THIS AGREEMENT for the provision of \_\_\_\_\_, made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by and between \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, having its principal office at \_\_\_\_\_ (the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 NW 1st Street, Miami, Florida 33128 (the "County") (collectively, the "Parties").

**WITNESSETH:**

WHEREAS, the Contractor has offered to provide a Detainee Communications and Media Solution (Solution), on a non-exclusive basis, that shall conform to the Scope of Works (Attachment A), Miami-Dade County's Request for Proposal (RFP) No.02194 and all associated addenda and attachments, and the requirements of this Agreement; and

WHEREAS, the Contractor has submitted a written proposal dated \_\_\_\_\_, 2022 (the "Contractor's Proposal") which is incorporated herein by reference; and

WHEREAS, the County desires to procure from the Contractor such Detainee Communications and Media Solution for the County, in accordance with the terms and conditions of this Agreement;

## Table of Contents

ARTICLE 1	DEFINITIONS .....	4
ARTICLE 2	ORDER OF PRECEDENCE.....	4
ARTICLE 3	RULES OF INTERPRETATION.....	4
ARTICLE 4	NATURE OF THE AGREEMENT.....	5
ARTICLE 5	CONTRACT TERM .....	5
ARTICLE 6	EXTENSION OF TIME.....	6
ARTICLE 7	EXTENSION OF TIME NOT CUMULATIVE.....	7
ARTICLE 8	NO DAMAGES FOR DELAY .....	7
ARTICLE 9	FORCE MAJEURE.....	7
ARTICLE 10	NOTICE REQUIREMENTS.....	7
ARTICLE 11	FINANCIAL STRUCTURE .....	8
ARTICLE 12	SOLUTION AVAILABILITY .....	9
ARTICLE 13	PAYMENT FOR SERVICES/AMOUNT OBLIGATED.....	9
ARTICLE 14	INDEMNIFICATION AND INSURANCE.....	9
ARTICLE 15	MANNER OF PERFORMANCE .....	10
ARTICLE 16	SOCIAL/FAIR LABOR STANDARDS .....	11
ARTICLE 17	SUSTAINABLE PROCUREMENT PRACTICES.....	11
ARTICLE 18	EMPLOYEES OF THE CONTRACTOR.....	11
ARTICLE 19	INDEPENDENT CONTRACTOR RELATIONSHIP.....	11
ARTICLE 20	DISPUTE RESOLUTION PROCEDURE .....	12
ARTICLE 21	MUTUAL OBLIGATIONS .....	12
ARTICLE 22	QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING .....	13
ARTICLE 23	AUDITS .....	13
ARTICLE 24	SUBSTITUTION OF PERSONNEL .....	13
ARTICLE 25	CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT.....	13
ARTICLE 26	SUBCONTRACTUAL RELATIONS.....	13
ARTICLE 27	ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS.....	14
ARTICLE 28	SEVERABILITY .....	14
ARTICLE 29	TERMINATION AND SUSPENSION OF WORK.....	14
ARTICLE 30	EVENT OF DEFAULT.....	15
ARTICLE 31	NOTICE OF DEFAULT - OPPORTUNITY TO CURE.....	16
ARTICLE 32	REMEDIES IN THE EVENT OF DEFAULT .....	16
ARTICLE 33	EQUIPMENT .....	16
ARTICLE 34	GRANT OF LICENSE.....	16
ARTICLE 35	DELIVERY .....	17
ARTICLE 36	MAINTENANCE AND TECHNICAL SUPPORT SERVICES.....	17
ARTICLE 37	PROTECTION OF SOFTWARE.....	17
ARTICLE 38	SOFTWARE MODIFICATIONS .....	17

ARTICLE 39 IMPLEMENTATION SERVICES..... 17

ARTICLE 40 TESTS ..... 18

ARTICLE 41 BUSINESS CONTINUITY AND DISASTER RECOVERY ..... 19

ARTICLE 42 SOLUTION WARRANTY ..... 19

ARTICLE 43 DATA STORAGE SPACE ..... 19

ARTICLE 44 THIRD PARTY WARRANTY ..... 19

ARTICLE 45 FUNCTIONALLY EQUIVALENT SOFTWARE..... 19

ARTICLE 46 LICENSED SOFTWARE ESCROW ..... 20

ARTICLE 47 PATENT AND COPYRIGHT INDEMNIFICATION..... 20

ARTICLE 48 CONFIDENTIALITY ..... 20

ARTICLE 49 PROPRIETARY INFORMATION ..... 21

ARTICLE 50 PROPRIETARY RIGHTS ..... 21

ARTICLE 51 VENDOR REGISTRATION/CONFLICT OF INTEREST ..... 22

ARTICLE 52 INSPECTOR GENERAL REVIEWS ..... 23

ARTICLE 53 FEDERAL, STATE, AND LOCAL COMPLIANCE REQUIREMENTS ..... 24

ARTICLE 54 NONDISCRIMINATION ..... 25

ARTICLE 55 CONFLICT OF INTEREST..... 25

ARTICLE 56 PRESS RELEASE OR OTHER PUBLIC COMMUNICATION ..... 26

ARTICLE 57 BANKRUPTCY ..... 26

ARTICLE 58 GOVERNING LAW ..... 26

ARTICLE 59 INTEREST OF MEMBERS, OFFICERS OR EMPLOYEES AND FORMER MEMBERS, OFFICERS OR  
EMPLOYEES 26

ARTICLE 60 LIENS..... 26

ARTICLE 61 FIRST SOURCE HIRING REFERRAL PROGRAM..... 26

ARTICLE 62 PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF MIAMI-  
DADE COUNTY..... 27

ARTICLE 63 VERIFICATION OF EMPLOYMENT ELIGIBILITY (E-VERIFY) ..... 27

ARTICLE 64 ADDITIONAL LICENSES, SOFTWARE, OR SERVICES ..... 27

ARTICLE 65 CRIMINAL JUSTICE INFORMATION SYSTEMS SECURITY REQUIREMENTS ..... 27

ARTICLE 66 TRANSITION ..... 28

ARTICLE 67 SURVIVAL..... 28

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties hereto agree as follows:

**ARTICLE 1      DEFINITIONS**

The following words and expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

- a)      The words "Article" or "Articles" to mean the terms and conditions delineated in this Agreement.
- b)      The word "Contract" or "Agreement" to mean collectively the (i) Articles, (ii) Scope of Work, (iii) Price Schedule, (iv) all other appendices and attachments hereto, and (v) all amendments issued hereto, and Contractor's Proposal.
- c)      The words "Contract Manager" to mean the Director, Internal Services Department, or the duly authorized representative designated to manage the Contract.
- d)      The word "Contractor" to mean \_\_\_\_\_ and its permitted successors.
- e)      The word "Days" to mean calendar days.
- f)      The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the Project Manager for review and approval pursuant to the terms of this Agreement.
- g)      The words "Developed Works" to mean all rights, title, and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its Subcontractors specifically for the County.
- h)      The words "Licensed Software" to mean the software component(s) provided pursuant to the Contract.
- i)      The words "Project Manager" to mean the County Mayor or the duly authorized representative designated to manage the Project.
- j)      The words "Scope of Work" to mean the document appended hereto as Attachment A, which details the Work to be performed by the Contractor.
- k)      The words "Service", "Work", or "Services" to mean the provision of Detainee Communications and Media services in accordance with the Scope of Works.
- l)      The word "Subcontractor" or "Subconsultant" to mean any person, entity, firm, or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.
- m)      The word "Work" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

**ARTICLE 2      ORDER OF PRECEDENCE**

If there is a conflict between or among the provisions of the Contract, the order of precedence is as follows: 1) the Form of Agreement; 2) agreed upon Scope of Work (as may be negotiated); 3) addenda to the RFP; 4) attachments to the Request for Proposal; 4) the Request for Proposal; and 5) the Contractor's Proposal.

**ARTICLE 3      RULES OF INTERPRETATION**

- a)      References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section



of, or schedule to this Agreement unless otherwise indicated.

- b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.
- c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.
- d) The terms "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the Project Manager.
- e) The terms "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the Project Manager.
- f) The titles, headings, captions, and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify, or modify the terms of this Contract, nor affect the meaning thereof.

#### **ARTICLE 4      NATURE OF THE AGREEMENT**

- a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the Parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered, or amended only by a written amendment duly executed by the Parties hereto or their authorized representatives.
- b) The Contractor shall provide the services set forth in the Scope of Works and render full and prompt cooperation with the County in all aspects of the Work performed hereunder.
- c) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described, and delineated.
- d) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work necessary for the completion of this Contract. All Work shall be accomplished at the direction of and to the satisfaction of the Project Manager.
- e) The Contractor acknowledges that the County shall make all policy decisions regarding the Scope of Works. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor shall implement all changes in providing services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

#### **ARTICLE 5      CONTRACT TERM**

The Contract shall become effective on the date of the Parties' execution, whichever is later, and shall continue through the last day of the sixtieth (60) month, thereafter. The County, at its sole discretion, may renew this Contract for one (1), five (5) year option to renew term. The County may extend this Contract for up to an additional one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. This Contract may be extended

beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners (the "Board").

#### **ARTICLE 6      EXTENSION OF TIME**

- a) If the Contractor is delayed at any time hereunder due to any of the following then the affected schedule or the required performance of Work may be extended by the County in the reasonable exercise of its discretion for such reasonable time as the County may determine, subject to the following conditions:
- i. In accordance with the provisions of Article 9, *Force Majeure*, the cause of the delay is beyond the Contractor's control and arises without its fault or negligence, and arises after the execution hereof and neither was nor could have been anticipated by the Contractor by reasonable investigation; and
  - ii. The completion of the Work will be actually and necessarily delayed by the causes set forth in "i" above; and
  - iii. The effect of such cause cannot be avoided or mitigated by the exercise of all reasonable precautions, efforts and measures whether before or after the occurrence of the cause of delay; and
  - iv. The Contractor has provided a written request and other information to the County, as described in subsection (17.4) below, within ten (10) days after the time the Contractor knows or reasonably should have known of any cause which might result in a delay for which the Contractor may request an extension of time (the "Delay Notice"). The Contractor shall specifically state in such Delay Notice that an extension is or may be requested and identify the cause of the delay, describing the nature and its effect on the completion of the affected portions of the Work identified in the Delay Notice. If the Contractor fails to give the Delay Notice timely, the right to request an extension for such cause shall be waived.
- b) All references in this Article to the Contractor shall be deemed to include Subcontractors and suppliers, all of whom shall be considered as agents of the Contractor.
- c) The period of any extension of time shall be only that which is necessary to make up the time actually lost. The County reserves the right to rescind or shorten any extension previously granted if the County subsequently determines that any information provided by the Contractor in support of its request for an extension of time was erroneous or that there has been a material change in the facts stated.
- d) The County may require the Contractor to furnish such additional information or documentation, as the County shall reasonably deem necessary or helpful in considering an extension request. The Contractor understands an extension of time will not be granted unless the Contractor affirmatively demonstrates to the County's reasonable satisfaction that the circumstances shown justify such extension.
- e) Within thirty (30) days of its receipt of all information and documentation as may be required by the County, the County shall advise the Contractor of its decision on such requested extension. Notwithstanding the foregoing, where it is not reasonably practicable for the County to render its decision within such thirty (30) day period, it shall, prior to the expiration of such period, advise the Contractor that it will require additional time and the approximate date upon which it expects to render such decision.
- f) Since the granting of an extension of time may materially alter the scheduling plans and other actions of the County and since, with sufficient notice, the County might, if it should so elect, attempt to mitigate the effect of the delay for which an extension of time might be claimed, and since mere oral notice may cause a dispute as to the existence or substance thereof, the giving of written notice as required in subsection (17.1)(iv) above shall be a condition precedent to the Contractor's rights hereunder.
- g) Should any person seek a restraining order, preliminary injunction or an injunction, of which the Contractor becomes aware, which may delay the Work, configuration, installation, or delivery of the Solution, the Contractor shall promptly

give the County a copy of all legal papers received or prepared or received by the Contractor in connection with such action or proceeding.

- h) Neither permitting the Contractor to proceed with the Work subsequent to any missed schedule or performance of any Work (as such date may have been extended pursuant to Article 7 "Extension of Time Not Cumulative"), nor the making of any payments to the Contractor shall compromise the County's contractual right to delay of payment as outlined within Attachment B, *Price and Payment Schedule*, or to declare the Contractor in default.
- i) County Extension of Time. The County may exercise upon reasonable notice to the Contractor, an extension of time to complete any County responsibility outlined within the Scope of Works. This notification shall include information as to the need for the extension and the anticipated date of completion. Contractor hereby agrees to make no claim for damages for the extension, whether contemplated or not contemplated, and agrees that any such claim shall be fully compensated for by an extension of time to complete performance of Services.

**ARTICLE 7      EXTENSION OF TIME NOT CUMULATIVE**

In the event the Contractor shall be delayed concurrently by two or more of the causes identified in Article 6 "Extension of Time" above, the Contractor shall be entitled to a separate extension of time for each one of the causes but only one period of extension shall be granted for the delay. In addition, the Contractor shall not be entitled, by reason of a delay, to an extension of time for the completion of the overall Services unless the overall services is necessarily affected by the delay. Accordingly, in the event of a delay, the Contractor shall proceed continuously and diligently with the performance of the unaffected portions of the Work.

**ARTICLE 8      NO DAMAGES FOR DELAY**

The Contractor hereby agrees to make no claim for damages for delay, whether contemplated or not contemplated, in the performance hereunder occasioned by any acts or omissions to act of the County, or any of its representatives or other contractors, and agrees that any such claim shall be fully compensated for by an extension of time to complete performance of the Work.

**ARTICLE 9      FORCE MAJEURE**

Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including but not limited to fire, floods, embargoes, war, acts of war, insurrections, riots, strikes, lockouts or other labor disturbances, or acts of God; provided, however, that the party so affected shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either party shall provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure.

**ARTICLE 10     NOTICE REQUIREMENTS**

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by: (i) Registered or Certified Mail, with return receipt requested; (ii) personally by a by courier service; (iii) Federal Express Corporation or other nationally recognized carrier to be delivered overnight; or (iv) via facsimile or e-mail (if provided below) with delivery of hard copy pursuant to (i), (ii), or (iii) in this paragraph. The addresses for such notice are as follows:

**(1)   To the County**

- a) to the Project Manager:

Miami-Dade County  
Corrections and Rehabilitations Department

Attention:  
Phone:  
E-mail:  
and

b) to the Contract Manager:

Miami-Dade County  
Internal Services Department, Strategic Procurement Division  
Attention: Chief Procurement Officer  
111 NW 1st Street, Suite 1300  
Miami, FL 33128-1974  
Phone: (305) 375-4900  
E-mail: [Namita.Uppal@miamidade.gov](mailto:Namita.Uppal@miamidade.gov)

**(2) To the Contractor**

Attention:  
Phone:  
E-mail:

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

**ARTICLE 11 FINANCIAL STRUCTURE**

a) Rates/Fees

Contractor shall provide a pay per minute fee schedule, in accordance with Attachment B. The Contractor shall ensure the occasional user can access content without having to purchase a bundle. For a single price of bundled minutes Detainee must be able to enjoy music, messaging, movies, games, and a library of modern books. In addition, Detainee must also be provided the ability to purchase items on a per minute basis.

b) Cost and Revenue Model

The County will forego a commission paid to the County. The Contractor shall provide detail revenue reports that clearly show total revenue from each Detainee telephone and kiosk usage, broken down by call type, and media consumed as well as total revenue for all calls and media consumption during the billing period. At the end of each month, by the fifth of the following month, the Contractor shall provide the monthly report for the preceding month. For transactions completed within the County's internal Detainee banking system, the County shall make all the required disbursements to the Contractor less any amounts due to the County by the Contractor under the terms of this Contract, such as penalties, and transfer to the Contractor the remainder of the proceeds along with any amount due from the County. Sales tax shall be paid by the Contractor in accordance with Section 2.2(c), *Taxes*, below.

Contractor shall be responsible for the investment and implementation/installation of the Solution in its totality. As such, Contractor shall have the financial capability to finance the investments required, including but not limited to, all start-up costs.

c) Taxes

Taxes shall be charged to end user customers based on when used and not at the time of deposit. Contractor shall calculate, collect, and remit all sales Tax due to the State of Florida Department of Revenue prior to paying commissions due to

MDCR. Contractor agrees to pay all penalties, fines or interest that may be assessed against the contractor or the County as a result of the contractor's non-payment, partial payment or late payment of the sales tax.

#### **ARTICLE 12     SOLUTION AVAILABILITY**

The Contractor shall provide a service credit and or refund, for any failure to maintain contractually agreed upon Solution availability. Service credit/refund amount shall equal the full amount paid to the Contractor by the Detainee.

#### **ARTICLE 13     PAYMENT FOR SERVICES/AMOUNT OBLIGATED**

The Contractor shall provide all Work, and all associated services, equipment and related items as stipulated in this Agreement. The County shall have no obligation to pay the Contractor any money to obtain such Work and Services, except for any change and/or modification to the Contract, which is approved and executed in writing by the County and the Contractor. All Services undertaken by the Contractor before County's approval of this Contract shall be at the Contractor's risk and expense.

If applicable, with respect to any travel costs and travel-related expenses, the Contractor agrees to adhere to Section 112.061 of the Florida Statutes as they pertain to out-of-pocket expenses, including employee lodging, transportation, per diem, and all miscellaneous cost and fees. The County shall not be liable for any such expenses that have not been approved in advance, in writing, by the County.

The Contractor warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work to be performed under this Contract. The fees for all Services and Work performed under this Contract, including all costs associated, shall be compensated to the Contractor in accordance with Attachment B. A change and/or modification to the Fee Structure shall only be approved and executed in writing by the County and the Contractor. All Work undertaken by the Contractor before County's approval of this Contract shall be at the Contractor's risk and expense.

#### **ARTICLE 14     INDEMNIFICATION AND INSURANCE**

The Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or Subcontractors. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents, and instrumentalities as herein provided.

Upon County's notification, the Contractor shall furnish to the Internal Services Department, Strategic Procurement Division, certificate(s) of insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

- A.     Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
- B.     Commercial General Liability in an amount not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate not to exclude Products & Completed Operations. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- C.     Automobile Liability Insurance covering all owned, non-owned and hired vehicles, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

- D. Professional Liability Insurance in an amount not less than \$1,000,000 per claim.
- E. Cyber Liability Insurance in an amount not less than \$1,000,000 per claim.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength, by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

OR

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Financial Services and are a member of the Florida Guaranty Fund.

The mailing address of Miami-Dade County as the certificate holder must appear on the certificate of insurance as follows:

Miami-Dade County  
111 NW 1st Street  
Suite 2340  
Miami, Florida 33128-1974

Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any other section in this Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) business days. If the certificate of insurance is received within the specified timeframe but not in the manner prescribed in this Agreement, the Contractor shall have an additional five business days to submit a corrected certificate to the County. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within fifteen (15) business days, the Contractor shall be in default of the contractual terms and conditions and award of the Contract may be rescinded, unless such timeframe for submission has been extended by the County.

The Contractor shall assure that the certificate of insurance required in conjunction with this section remain in full force for the term of the Contract, including any renewal or extension periods that may be exercised by the County. If the certificate of insurance is scheduled to expire during the term of the Contract, the Contractor shall submit new or renewed certificate of insurance to the County before such expiration. If expired certificate of insurance is/are not replaced or renewed to cover the Contract period, the County may suspend the Contract until the new or renewed certificate is/are received by the County in the manner prescribed herein. If such suspension exceeds thirty (30) calendar days, the County may, at its sole discretion, terminate the Contract for cause and the Contractor shall be responsible for all direct and indirect costs associated with such termination.

#### **ARTICLE 15     MANNER OF PERFORMANCE**

- a) The Contractor shall provide the Work described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Work described herein and to full and prompt cooperation by the Contractor in all aspects of the Work. At the request of the County, the Contractor shall promptly remove from the Project any Contractor's employee, Subcontractor, or any other person performing Work hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.
- b) The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for all claims, suits, actions, damages, and costs (including attorneys' fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing Services hereunder at the behest of the County. Removal and replacement of any Contractor's personnel

as used in this Article shall not require the termination and/or demotion of such Contractor's personnel.

- c) The Contractor always agrees that it will employ, maintain, and assign to the performance of the Work a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so, directed upon reasonable request from the County, should the County make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.
- d) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character, and licenses as necessary to perform the Work described herein, in a competent and professional manner.
- e) The Contractor shall always cooperate with the County and coordinate its respective work efforts to maintain the progress most effectively and efficiently in performing the Work.
- f) The Contractor shall comply with all provisions of all federal, state, and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

#### **ARTICLE 16     SOCIAL/FAIR LABOR STANDARDS**

- a) Contractor contributions to the health, well-being and development of its employees. Contractor shall support of safe, fair, and equitable work practices and ethical behavior, to include:
  - 1. Equitable wage/benefit determination practices
  - 2. Fair and equitable employee development and evaluation process
- b) Contractor shall provide equal access to small, diverse and disadvantaged suppliers. Contractor shall develop supplier diversity initiatives used to increase the participation of small, diverse and disadvantaged enterprises, in contracting opportunities.

#### **ARTICLE 17     SUSTAINABLE PROCUREMENT PRACTICES**

The County is committed to responsible stewardship of resources and to demonstrating leadership in sustainable business practices. Accordingly, the County has adopted sustainability policies which are incorporated into this Agreement. The County will continue to explore and pursue sustainable procurement, development, and business practices that: (a) reduce greenhouse gases; (b) foster and integrate supplier small business opportunities; (c) support safe and fair labor practices and ethical behavior throughout the supply chain, and (d) maximize fiscally responsible "high value, high impact" actions. The Contractor shall have the ability to meet industry green standards.

#### **ARTICLE 18     EMPLOYEES OF THE CONTRACTOR**

All employees of the Contractor shall be, at all times, employees of the Contractor under its sole direction and not employees or agents of the County. The Contractor shall supply competent employees. Miami-Dade County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of the County. Each employee shall have and wear proper identification.

#### **ARTICLE 19     INDEPENDENT CONTRACTOR RELATIONSHIP**

The Contractor is, and shall be, in the performance of all Work and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the County. All persons engaged in any of the Work performed or Services provided pursuant to this Agreement shall always, and in all places, be subject to the Contractor's sole direction, supervision, and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the Work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent

contractor and not as employees and agents of the County.

The Contractor does not have the power or authority to bind the County in any promise, agreement, or representation other than specifically provided for in this Agreement.

#### **ARTICLE 20     DISPUTE RESOLUTION PROCEDURE**

- a) The Contractor hereby acknowledges that the Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Contractor's Proposal; questions as to the interpretation of the Scope of Works; and claims for damages, compensation and losses.
- b) The Contractor shall be bound by all determinations or orders and shall promptly comply with every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. **Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.**
- d) In the event of such dispute, the Parties authorize the County Mayor or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Mayor's purview as set forth above shall be conclusive, final and binding on the Parties. Any such dispute shall be brought, if at all, before the County Mayor within ten (10) days of the occurrence, event or act out of which the dispute arises.
- e) The County Mayor may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Mayor participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the County Mayor for a decision, together with all evidence and other pertinent information regarding such questions, in order that a fair and impartial decision may be made. Whenever the County Mayor is entitled to exercise discretion or judgement or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Mayor, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.
- f) This Article will survive the termination or expiration of this Agreement.

#### **ARTICLE 21     MUTUAL OBLIGATIONS**

- a) This Agreement, including attachments to the Agreement, shall constitute the entire Agreement between the Parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of the Parties.



- b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.
- c) In those situations where this Agreement imposes an indemnity obligation on the Contractor, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for such defense or settlement costs from the Contractor.

**ARTICLE 22 QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING**

The Contractor shall maintain, and shall require that its Subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Agreement. The Contractor and its Subcontractors and suppliers shall retain such records, and all other documents relevant to the Work furnished under this Agreement for a period of three years from the expiration date of this Agreement and any extension thereof.

**ARTICLE 23 AUDITS**

The County, or its duly authorized representatives and governmental agencies, shall until the expiration of three years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its Subcontractors and suppliers which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.

Pursuant to Section 2-481 of the Code, the Contractor will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds within five business days of the Commission Auditor's request. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

**ARTICLE 24 SUBSTITUTION OF PERSONNEL**

In the event the Contractor needs to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution. However, such substitution shall not become effective until the County has approved said substitution.

**ARTICLE 25 CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT**

The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title, or interest in or to the same or any part thereof without the prior written consent of the County.

**ARTICLE 26 SUBCONTRACTUAL RELATIONS**

- a) If the Contractor causes any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts, omissions, and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.
- b) The Contractor, before making any subcontract for any portion of the Work, will state in writing to the County the name of the proposed Subcontractor, the portion of the Work which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the County.

- c) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Work to be performed. Such Work performed by such Subcontractor will strictly comply with the requirements of this Contract.
- d) In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Work in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed Work of the same general type which is required to be performed under this Agreement.
- e) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the Subcontractor will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Contractor shall furnish to the County copies of all subcontracts between Contractor and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County in the event the County finds the Contractor in breach of this Contract, permitting the County to request completion by the Subcontractor of its performance obligations under the subcontract. The clause shall include an option for the County to pay the Subcontractor directly for the performance by such Subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any Subcontractor hereunder as more fully described herein.

#### **ARTICLE 27 ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS**

The Contractor understands and agrees that any assumptions, parameters, projections, estimates, and explanations presented by the County were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates, and explanations represent predictions of future events the County makes no representations or guarantees; and the County shall not be responsible for the accuracy of the assumptions presented; and the County shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risk associated with using this information.

#### **ARTICLE 28 SEVERABILITY**

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

#### **ARTICLE 29 TERMINATION AND SUSPENSION OF WORK**

- a) This Agreement may be terminated for cause by the County for reasons including, but not limited to, (i) the Contractor commits an Event of Default (as defined below in Article 30) and fails to cure said Event of Default (as delineated below in Article 31), or (ii) Contractor attempts to meet its contractual obligations with the County through fraud, misrepresentation, or material misstatement.
- b) This Agreement may also be terminated for convenience by the County. Termination for convenience is effective on the termination date stated in the written notice provided by the County.
- c) If County terminates this Agreement for cause under Article 29(a) above, the County may, in its sole discretion, also terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall pay all direct or indirect costs associated with such termination or cancellation, including attorneys' fees.
- d) The foregoing notwithstanding, if the Contractors attempts to meet its contractual obligations with the County through fraud, misrepresentation, or material misstatement, the Contractor may be debarred from County contracting in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the Code.

- e) In the event that the County exercises its right to terminate this Agreement, the Contractor shall, upon receipt of such notice, unless otherwise directed by the County:
  - i. stop Work on the date specified in the notice (the "Effective Termination Date");
  - ii. take such action as may be necessary for the protection and preservation of the County's materials and property;
  - iii. cancel orders;
  - iv. assign to the County and deliver to any location designated by the County any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;
  - v. take no action which will increase the amounts payable by the County under this Agreement; and
  - vi. reimburse the County a proration of the fees paid annually based on the remaining months of the term per the compensation listed in Attachment B.
- f) In the event that the County exercises its right to terminate this Agreement, the Contractor will be compensated as stated in the payment Articles herein for the:
  - i. portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
  - ii. non-cancelable Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement, but not incorporated in the Services.
- g) All compensation pursuant to this Article are subject to audit.
- h) In the event the Contractor fails to cure an Event of Default timely, the County may terminate this Agreement, and the County or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports, and data.

### **ARTICLE 30    EVENT OF DEFAULT**

- a) An Event of Default is a material breach of this Agreement by the Contractor, and includes but is not limited to the following:
  - i. the Contractor has not delivered Deliverables and/or Services on a timely basis;
  - ii. the Contractor has refused or failed to supply enough properly skilled staff personnel;
  - iii. the Contractor has failed to make prompt payment to Subcontractors or suppliers for any Services;
  - iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
  - v. the Contractor has failed to obtain the approval of the County where required by this Agreement;
  - vi. the Contractor has failed to provide "adequate assurances" as required under subsection b below;
  - vii. the Contractor has failed in the representation of any warranties stated herein; or
- b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to

perform the Work or any portion thereof, the County may request that the Contractor, within the timeframe set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with the terms of this Agreement. Until the County receives such assurances, the County may request an adjustment to the compensation received by the Contractor for portions of the Work which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed timeframe, the County may:

- i. treat such failure as a repudiation and/or material breach of this Agreement; and
- ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Work or any part thereof either by itself or through others.

**ARTICLE 31 NOTICE OF DEFAULT - OPPORTUNITY TO CURE**

If an Event of Default occurs in the determination of the County, the County shall notify the Contractor (the "Default Notice"), specifying the basis for such default, and advising the Contractor that such default must be cured immediately, or this Agreement with the County may be terminated. Notwithstanding, the County may, in its sole discretion, allow the Contractor to rectify the default to the County's reasonable satisfaction within a thirty (30) day period. The County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the County prescribes. The Default Notice shall specify the date the Contractor shall discontinue the Work upon the Effective Termination Date.

**ARTICLE 32 REMEDIES IN THE EVENT OF DEFAULT**

If an Event of Default occurs, whether or not the County elects to terminate this Agreement as a result thereof, the Contractor shall be liable for all damages resulting from the default, irrespective of whether the County elects to terminate the Agreement, including but not limited to:

- a) lost revenues;
- b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for re-procurement of Services, including procurement and administrative costs; and
- c) such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The County may also bring any suit or proceeding for specific performance or for an injunction.

**ARTICLE 33 EQUIPMENT**

The Contractor shall provide for all Systems a complete list of all equipment to be delivered by facility, which shall include the quantity and Serial Number; together with a delivery schedule. All equipment and software delivered at each facility shall be suitably durable for a correctional environment and constructed in such a way that no parts and/or pieces of the equipment can constitute a security risk. Any change or modification to the list of equipment to be delivered must be approved by the Project Manager before delivery is made.

**ARTICLE 34 GRANT OF LICENSE**

(To be negotiated based on license methodology of the Selected Proposer)

- a) License. Contractor agrees to provide the County with the Solution, Updates, Upgrades, and Documentation in accordance with the provisions contained within this Agreement.

- b) Contractor grants the County a limited, perpetual, non-transferable, non-exclusive license to use the Solution, Updates, Upgrades, and Documentation in accordance with the terms of this Agreement. Such license shall not be construed to be any license to source code for any component of the Solution.

#### ARTICLE 35 DELIVERY

- c) Delivery of the Solution shall be according to Attachment A, "Scope of Work" and contingent upon Final Acceptance by the County.
- d) Documentation. The Contractor shall provide electronic copies of the associated Documentation as provided by the developer(s) of the Solution to the County upon Final Acceptance.

#### ARTICLE 36 MAINTENANCE AND TECHNICAL SUPPORT SERVICES

Contractor shall provide the County with maintenance and technical support services in the manner outlined in Attachment C, *Maintenance and Support Services*, for the Solution throughout the term of this Agreement, including any options or extensions exercised by the County.

#### ARTICLE 37 PROTECTION OF SOFTWARE

- a) No Reverse Engineering. The County agrees not to modify, reverse engineer, disassemble, or decompile the Licensed Software, or any portion thereof.
- b) Ownership. County further acknowledges that all copies of the Licensed Software in any form provided by the Contractor are the sole property of the Contractor. The County shall not have any right, title, or interest to any License Software or copies thereof except as provided in this Agreement, and further shall secure and protect all Licensed Software and Documentation consistent with maintenance of Contractor's proprietary rights therein.

#### ARTICLE 38 SOFTWARE MODIFICATIONS

- a) Solution Enhancements or Modifications. The County may, from time to time, request that the Contractor incorporate certain features, enhancements or modifications into the Solution. When requested by the County, the Contractor shall provide the requested Solution enhancements/modifications including all relevant source code. Upon the County's request for such enhancements/modifications, the Contractor shall prepare a Statement of Work ("SOW") for the specific Project that shall define the Work to be performed. The Contractor shall submit a cost proposal including all costs pertaining to furnishing the County with the enhancements/modifications.
- b) After the SOW has been accepted a detailed requirements and detailed design document shall be submitted illustrating the complete financial terms that govern the SOW, proposed Project staffing, anticipated Project schedule, and other information relevant to the Project. Each SOW executed hereunder shall automatically incorporate the terms and conditions of this Agreement. Such enhancements or modifications shall become the property of the County. Notwithstanding the foregoing, performance of any such modifications shall not compromise the Contractor's warranty obligations.
- c) Following the County's acceptance of all enhancements/modification, the Contractor shall provide the County, if so requested with written confirmation of the date the enhancements/modification was applied to the Solution, and any and all Documentation relating to the Licensed Software and or enhancements/modification thereto.

#### ARTICLE 39 IMPLEMENTATION SERVICES

- a) If the Contractor fails to provide Deliverables, Solution, Updates, or Upgrades within the time specified or if the Solution delivered fails to conform to the requirements or are found to be defective in material or workmanship, then the County

may (i) reject the Deliverable, Solution, Update, or Upgrade in totality or (ii) accept any portion of Deliverable, Solution, Update, or Upgrade and reject the balance of the Deliverable, Solution, Update, or Upgrade. The County shall notify Contractor of such rejection in writing and specify in such notice, the reasons for such rejection. Contractor agrees to deliver a fix or updated Deliverable, Solution, Update, or Upgrade within a mutually agreed upon time period following the Contractor's receipt of the County's rejection notice.

- b) The Contractor shall bear the risk of loss or damage to the Deliverable, Solution, Update, or Upgrade until the time the Project Manager certifies that the Deliverable, Solution, Update, or Upgrade has successfully completed the acceptance testing whether such loss or damage arises from acts or omissions (whether negligent or not) of the Contractor or the County or from any other cause whatsoever, except loss or damage arising solely from the gross negligence or willful acts of the County.
- c) The Contractor agrees to install the Solution at the County's facilities. Contractor agrees to commence installation of the Solution according to the Implementation Timeline (Attachment D) unless a different time for implementation is otherwise mutually agreed upon by the parties hereto. All implementation services will be performed during normal business hours. Whenever possible, however some services to be provided may be required outside of normal business hours to accommodate County operations. Work to be performed outside normal business hours will be mutually agreed by both parties. Contractor shall diligently pursue and complete such implementation services without interruption and in accordance with the Implementation Timeline, so that such Solution is in good working order and ready for use by the dates set forth in the Timeline.
- d) Contractor agrees to do all things necessary for proper implementation of the Solution and to perform its implementation obligations hereunder in an orderly, skillful and expeditious manner, with sufficient labor and materials to ensure efficient and timely completion of such obligations. If applicable, Contractor shall coordinate with the Project Manager all Work with all other contractors and/or County personnel performing work to complete Solution installation. The County shall be responsible for resolving all disputes relating to site access between Contractor and/or County personnel. Contractor shall provide all materials necessary to properly implement the Solution. The County shall attempt to provide reasonable working and secure storage space for the performance by Contractor of the implementation services described herein.
- e) Unless otherwise agreed to by the County, Contractor agrees as part of the implementation to perform all required Work to successfully achieve all objectives set forth in the Scope of Works, including, but not limited to, (a) solution configuration; (b) interface development; (c) software testing; (d) acceptance and user acceptance testing; (e) training; (f) cooperating with all other contractors that are supplying peripheral or ancillary equipment required for the use of the Solution; and (g) any additional services necessary to ensure Contractor's compliance with this Article.
- f) Solution testing shall consist of the tests described in the Scope of Works which are to be conducted collectively by the Contractor and the County. The purpose of these tests is to demonstrate the complete operability of the Solution in conformance with the requirements of the Contract. This will include an actual demonstration of all required Solution functionality. All tests shall be in accordance with test plans and procedures prepared by Contractor and previously approved by the County. In the event of any outstanding deficiencies at the conclusion of installation testing, as determined by the County, Contractor shall be responsible for instituting necessary corrective measures, and for subsequently satisfactorily demonstrating and/or re-demonstrating Solution performance.

#### **ARTICLE 40    TESTS**

- a) The Contractor shall configure and program the Solution to conform to the Scope of Works. The Solution shall be subject to numerous tests, including acceptance testing as further defined in the Scope of Works as developed and agreed by both parties. To assure Solution performance, the County's Project Manager will coordinate all testing of the Solution and provide Final Acceptance upon completion of all milestones and deliverables as outlined in the Scope of Works.
- b) Failure of the Solution to satisfy the acceptance criteria and conform to the requirements set forth in the Scope of Works by the timeframes set forth in the Implementation Timeline may result in the County withholding payment until

satisfactory acceptance is granted to the Contractor.

- c) After Final Acceptance is granted, any modifications, fixes, enhancements, and/or new releases of the Solution require separate testing periods and sign-off from the Project Manager prior to Go-Live via mutually agreed upon acceptance testing process.

#### **ARTICLE 41 BUSINESS CONTINUITY AND DISASTER RECOVERY**

Contractor shall provide the County with business continuity and disaster recovery services in the manner outlined in Attachment E, *Business Continuity and Disaster Recovery*, for the Solution throughout the term of this Agreement, including any options or extensions exercised by the County.

#### **ARTICLE 42 SOLUTION WARRANTY**

- a) Contractor warrants that the Solution, upon Final Acceptance, shall conform to and function in accordance with the Scope of Works and shall meet or exceed the functionality and interoperability requirements as defined in the therein. In addition, Contractor warrants that its performance of the Scope of Works shall be in accordance with the methodology outlined therein. Further, Contractor warrants that the Solution shall be capable of handling both the current and anticipated volume of transactions specified in the Scope of Works.
- b) The warranty period shall begin at the date of Final Acceptance and shall continue for a period of one (1) year.
- c) Remedies. If the Solution does not perform as warranted, Contractor shall use all reasonable efforts, consistent with industry standards, to cure the defect(s) as set forth in the Technical Support Services outlined in the Scope of Works. If the Contractor cannot cure the defect(s) within a mutually agreed upon timeframe, the Contractor, at the County's option, shall: 1) provide a functionally equivalent Solution, or portion thereof, from another provider; or 2) refunds all fees paid by the County to the Contractor for the Solution, or portion thereof.

#### **ARTICLE 43 DATA STORAGE SPACE**

The Contractor will provide the County with \_\_\_\_\_ of storage space per tablet. The total amount of storage space available to the County will be equal to \_\_\_\_\_ multiplied by the total number of tablets deployed. The County will not be charged any fees for an overage of any individual tablet until such time as the County has exceeded the cumulative total storage space across all tablets. The cost for additional storage space beyond the cumulative total will be billed in accordance with Attachment B.

#### **ARTICLE 44 THIRD PARTY WARRANTY**

In addition to the foregoing warranties, the Contractor hereby assigns to the County, and the County shall have the benefit of, any and all subcontractor's and suppliers' warranties and representations with respect to the Licensed Software provided hereunder. In the Contractor's agreements with subcontractors and suppliers, the Contractor shall require that such parties (i) consent to the assignment of such warranties and representations to the County; (ii) agree that such warranties and representations are enforceable by the County in its own name; and (iii) furnish to the County, the warranties and obligations as set forth in Articles 42 "Solution Warranty".

#### **ARTICLE 45 FUNCTIONALLY EQUIVALENT SOFTWARE**

As long as the County maintains continuous Maintenance and Technical Support Services with Contractor for the Solution and (i) in the event the Solution is no longer supported, and (ii) the Contractor makes available successor software products (e.g., software products based on a new technical architecture) ("Successor Products") with substantially similar price, features, and functionality to the Solution during the Contract Term, including any extensions or renewals thereof, then County, at its sole discretion, may transfer the Solution to the Successor Products, for no additional license fees. In the event the County elects to transfer its license to the Solution to the Successor Products, the County shall return to Contractor the Licensed Software and pay the then-current maintenance fees for the Successor Products, and fees for services, third party hardware and software associated with the transfer to the Successor Products at mutually agreed cost.

**ARTICLE 46     LICENSED SOFTWARE ESCROW**

The Contractor shall maintain an escrow agreement with a third party, under which the Contractor places the source code for each major release, patch, or fix required to operate the Solution at the time of Final Acceptance as well as any Updates completed to comply with future Maintenance Services and/or Software Enhancements or Modifications. An initial deposit shall be completed within thirty (30) calendar days of Final Acceptance and shall include source code for all customizations and/or development completed by the Contractor in order for the Solution to perform as outlined in Attachment A. Future deposits shall be completed within thirty (30) calendar days of the availability of revised code. Written notifications to confirm all completed deposits shall be provided in accordance with Article 12, *Solution Availability*, within thirty (30) days of the deposit being completed. The County shall be a named beneficiary on the escrow agreement, as represented by Attachment F, "Software Escrow Agreement". Release of source code for the Licensed Software shall be governed by the terms of the escrow agreement.

In the event the source code is released to the County, the County agrees to use the code exclusively for internal purposes under the terms and conditions of this Agreement.

**ARTICLE 47     PATENT AND COPYRIGHT INDEMNIFICATION**

- a) The Contractor shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third-party proprietary rights in the performance of the Work.
- b) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to equipment, programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights.
- c) The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.
- d) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable Subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).
- e) The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or Subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and Subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

**ARTICLE 48     CONFIDENTIALITY**

- a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor or its Subcontractors in the course of the performance of such Services, or the results of such Services, or for which the County holds the proprietary rights, constitute Confidential



Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, Subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial information shall be considered Confidential Information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, Subcontractors, or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state, or local law in regard to the privacy of individuals.

- b) The Contractor shall advise each of its employees, agents, Subcontractors, and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or Subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.
- c) In the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, Subcontractors, or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

#### **ARTICLE 49     PROPRIETARY INFORMATION**

- a) As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of the public records laws of the State of Florida (the "Public Records Law").
- b) The Contractor acknowledges that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.
- c) During the term of the Contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has used, or is using, is holding for use, or which are otherwise in the possession of the County (the "Computer Software"). All third-party license agreements must also be honored by the Contractor and its employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers, and all information technology software.
- d) The Contractor will report to the County any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure, or removal from the County's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure, or removal.

#### **ARTICLE 50     PROPRIETARY RIGHTS**

- a) The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder or furnished by the Contractor to the County and/or created by the Contractor for delivery to the County, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, Subcontractors and

suppliers may use only in connection with the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, Subcontractors, or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.

- b) All Developed Works shall become the property of the County.
- c) Accordingly, neither the Contractor nor its employees, agents, Subcontractors, or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced, or distributed by or on behalf of the Contractor, or any employee, agent, Subcontractor or supplier thereof, without the prior written consent of the County, except as required for the Contractor's performance hereunder.
- d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its Subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Works. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its Subcontractors and suppliers grant, if the County so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Such license specifically includes, but is not limited to, the right of the County to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. No such License Software, specifications, data, documentation, or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

**ARTICLE 51     VENDOR REGISTRATION/CONFLICT OF INTEREST**

- a) Vendor Registration  
The Contractor shall be a registered vendor with the County – Internal Services Department, Strategic Procurement Division, for the duration of this Agreement. In becoming a registered vendor with Miami-Dade County, the vendor's Federal Employer Identification Number (FEIN) must be provided, via submission of Form W-9 and 147c Letter, as required by the Internal Revenue Service (IRS). If no FEIN exists, the Social Security Number of the owner must be provided as the legal entity identifier. This number becomes Contractor's "County Vendor Number." To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:

- Identification of individual account records
- Payments to individual/Contractor for goods and services provided to Miami-Dade County
- Tax reporting purposes
- Provision of unique identifier in the vendor database used for searching and sorting departmental records

The Contractor confirms its knowledge of and commitment to comply with the following:

- |   |  |
|---|--|
| <ol style="list-style-type: none"> <li>1. <b>Miami-Dade County Ownership Disclosure Affidavit</b><br/>(Section 2-8.1 of the Code of Miami-Dade County)</li> <li>2. <b>Miami-Dade County Employment Disclosure Affidavit</b><br/>(Section 2.8.1(d)(2) of the Code of Miami-Dade County)</li> <li>3. <b>Miami-Dade County Employment Drug-free Workplace Certification</b></li> </ol> | <ol style="list-style-type: none"> <li>4. <b>Miami-Dade County Disability and Nondiscrimination Affidavit</b><br/>(Section 2-8.1.5 of the Code of Miami-Dade County)</li> <li>5. <b>Miami-Dade County Debarment Disclosure Affidavit</b><br/>(Section 10.38 of the Code of Miami-Dade County)</li> </ol> |
|---|--|

6. **Miami-Dade County Vendor Obligation to County Affidavit**  
(Section 2-8.1 of the Code of Miami-Dade County)
7. **Miami-Dade County Code of Business Ethics Affidavit**  
(Article I, Section 2-8.1(i) of the Code of Miami-Dade County)
8. **Miami-Dade County Family Leave Affidavit**  
(Article V of Chapter 11 of the Code of Miami-Dade County)
9. **Miami-Dade County Living Wage Affidavit**  
(Section 2-8.9 of the Code of Miami-Dade County)
10. **Miami-Dade County Domestic Leave and Reporting Affidavit** (Article VIII, Section 11A-60 - 11A-67 of the Code of Miami-Dade County)
11. **Miami-Dade County Verification of Employment Eligibility (E-Verify) Affidavit**  
(Section 448.095, of the Florida State Statutes)
12. **Miami-Dade County Pay Parity Affidavit**  
(Resolution No. R-1072-17)
13. **Miami-Dade County Suspected Workers' Compensation Fraud Affidavit**  
(Resolution No. R-919-18)
14. **Office of the Inspector General**  
(Section 2-1076 of the Code of Miami-Dade County)
15. **Small Business Enterprises**  
*The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.1.1.1.1, 2-8.1.1.1.2 and 2-8.2.2 of the Code of Miami-Dade County and Title 49 of the Code of Federal Regulations.*
16. **Antitrust Laws**  
*By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.*

- b) Conflict of Interest and Code of Ethics  
Sections 2-11.1 (c) and (d) of the Code require that any County official, agency/board member or employee, or any member of his or her immediate family who, through a firm, corporation, partnership or business entity, has a financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first obtain and submit a written conflict of interest opinion from the County's Ethics Commission prior to the official, agency/board member or employee, or his or her immediate family member entering into any contract or transacting any business with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business transaction entered in violation of these subsections, as amended, shall be rendered voidable. All County officials, autonomous personnel, quasi-judicial personnel, advisory personnel, and employees wishing to do business with the County are hereby advised they must comply with the applicable provisions of Section 2-11.1 of the Conflict of Interest and Code of Ethics Ordinance.

## ARTICLE 52 INSPECTOR GENERAL REVIEWS

- a) Pursuant to Miami-Dade County Administrative Order No. 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (the "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to the Contractor, its officers, agents, employees, Subcontractors, and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities, and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.
- b) Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present, and proposed County and Trust contracts, transactions, accounts, records, and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications, and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of IPSIGs to audit, investigate, monitor, oversee, inspect, and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect

fraud and corruption.

- c) Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the Contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful Subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

#### **ARTICLE 53 FEDERAL, STATE, AND LOCAL COMPLIANCE REQUIREMENTS**

As applicable, Contractor shall comply, subject to applicable professional standards, with the provisions of all applicable federal, state and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including, but not limited to:

- a) Equal Employment Opportunity clause provided under 41 C.F.R. Part 60-1.3 in accordance with Executive Order 11246, "Equal Employment Opportunity", as amended.
- b) Miami-Dade County Small Business Enterprises Development Participation Provisions.
- c) The Clean Air Act (42 U.S.C. § 7401-7671q.) and the Federal Water Pollution Contract Act (33 U.S.C. §§ 1251-1387), as amended.
- d) The Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by the Department of Labor regulations (29 C.F.R. Part 5).
- e) The Copeland "Anti-Kickback" Act (40 U.S.C. § 3145) as supplemented by the Department of Labor regulations (29 C.F.R. Part 2).
- f) Section 2-11.1 of the Code of Miami-Dade County, "Conflict of Interest and Code of Ethics".
- g) Section 10-38 of the Code of Miami-Dade County, "Debarment of Contractors from County Work".
- h) Section 11A-60 - 11A-67 of the Code of Miami-Dade County, "Domestic Leave".
- i) Section 21-255 of the Code of Miami-Dade County, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.
- j) The Equal Pay Act of 1963, as amended (29 U.S.C. § 206(d)).
- k) Section 448.07 of the Florida Statutes "Wage Rate Discrimination Based on Sex Prohibited".
- l) Chapter 11A of the Code of Miami-Dade County (§ 11A-1 *et seq.*) "Discrimination".
- m) Chapter 22 of the Code of Miami-Dade County (§ 22-1 *et seq.*) "Wage Theft".
- n) Chapter 8A, Article XIX, of the Code of Miami-Dade County (§ 8A-400 *et seq.*) "Business Regulations".
- o) Any other laws prohibiting wage rate discrimination based on sex.
- p) Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).
- q) Executive Order 12549 "Debarment and Suspension", which stipulates that no contract(s) are "to be awarded at any tier or to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs".

- r) The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07) and regulations issued pursuant thereto (24 C.F.R. Part 146).

Pursuant to Resolution No. R-1072-17, by entering into this Contract, the Contractor is certifying that the Contractor is in compliance with, and will continue to comply with, the provisions of items "f" through "k" above.

The Contractor shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the County or Contractor for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by the Contractor. The Project Manager shall verify the certification(s), license(s), and permit(s) for the Contractor prior to authorizing Work and as needed.

Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

#### **ARTICLE 54     NONDISCRIMINATION**

During the performance of this Contract, Contractor agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, or veteran status, and on housing related contracts the source of income, and will take affirmative action to ensure that employees and applicants are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

#### **ARTICLE 55     CONFLICT OF INTEREST**

The Contractor represents that:

- a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment, or compensation, whether tangible or intangible, in connection with the award of this Agreement.
- b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent, or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:
- i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the Services, Deliverables or Work, to which this Agreement relates or in any portion of the revenues; or
  - ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any Subcontractor or supplier to the Contractor.
- c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor

provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.

- d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information and comply with the instructions Contractor receives from the Project Manager regarding remedying the situation.

#### **ARTICLE 56 PRESS RELEASE OR OTHER PUBLIC COMMUNICATION**

Under no circumstances shall the Contractor without the express written consent of the County:

- a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Work to be performed hereunder except upon prior written approval and instruction of the County; and
- c) Except as may be required by law, the Contractor and its employees, agents, Subcontractors, and suppliers will not represent, directly or indirectly, that any Work, Deliverables or Services provided by the Contractor or such parties has been approved or endorsed by the County.

#### **ARTICLE 57 BANKRUPTCY**

The County may terminate this Contract, if, during the term of any contract the Contractor has with the County, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

#### **ARTICLE 58 GOVERNING LAW**

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be in Miami-Dade County.

#### **ARTICLE 59 INTEREST OF MEMBERS, OFFICERS OR EMPLOYEES AND FORMER MEMBERS, OFFICERS OR EMPLOYEES**

No member, officer, or employee of the County, no member of the governing body of the locality in which the Project is situated, no member of the governing body in which the County was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this Contract or the proceeds thereof.

#### **ARTICLE 60 LIENS**

The Contractor is prohibited from placing a lien on County property. This prohibition shall apply to all Subcontractors.

#### **ARTICLE 61 FIRST SOURCE HIRING REFERRAL PROGRAM**

Pursuant to Section 2-2113 of the Code, for all contracts for goods and services, the Contractor, prior to hiring to fill each vacancy arising under a County contract shall (1) first notify Career Source South Florida ("CSSF"), the designated Referral Agency, of the

vacancy and list the vacancy with CSSF according to the Code, and (2) make good faith efforts as determined by the County to fill a minimum of fifty percent (50%) of its employment needs under the County contract through the CSSF. If no suitable candidates can be employed after a Referral Period of three to five days, the Contractor is free to fill its vacancies from other sources. Contractor will be required to provide quarterly reports to the CSSF indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected. Sanctions for non-compliance shall include, but not be limited to: (i) suspension of Contract until Contractor performs obligations, if appropriate; (ii) default and/or termination; and (iii) payment of \$1,500/employee, or the value of the wages that would have been earned given the noncompliance, whichever is less. Registration procedures and additional information regarding the First Source Hiring Referral Program are available at <https://iapps.careersourcesfl.com/firstsource/>.

#### **ARTICLE 62     PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF MIAMI-DADE COUNTY**

The Contractor shall comply with the Public Records Laws, including by not limited to, (1) keeping and maintaining all public records that ordinarily and necessarily would be required by the County in order to perform the service; (2) providing the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (3) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meeting all requirements for retaining public records and transferring, at no cost, to the County all public records in possession of the Contractor upon termination of the Contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. In addition, all records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable shall be a material breach of this Agreement and shall be enforced in accordance with the terms and conditions of the Agreement.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 375-5773, [ISD-VSS@MIAMIDADE.GOV](mailto:ISD-VSS@MIAMIDADE.GOV), 111 NW 1<sup>ST</sup> STREET, SUITE 1300, MIAMI, FLORIDA 33128.**

#### **ARTICLE 63     VERIFICATION OF EMPLOYMENT ELIGIBILITY (E-VERIFY)**

By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095 of the Florida Statutes, titled "Verification of Employment Eligibility". This includes but is not limited to utilization of the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all newly hired employees by the Contractor effective January 1, 2021 and requiring all Subcontractors to provide an affidavit attesting that the Subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply may lead to termination of this Contract, or if a Subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination and the Contractor may be liable for any additional costs incurred by the County resulting from the termination of the Contract. If this Contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one year after the date of termination. Public and private employers must enroll in the E-Verify System (<http://www.uscis.gov/e-verify>) and retain the I-9 Forms for inspection.

#### **ARTICLE 64     ADDITIONAL LICENSES, SOFTWARE, OR SERVICES**

During the term of the contract, the County may purchase additional licenses, hardware, software, or services provided they are available. Each order must refer to this contract and must specify the pricing and delivery terms. Notwithstanding any additional or contrary terms in the order, the applicable provisions of this Contract will govern the purchase and sale of additional licenses, hardware, software, or services. Any modification to the Scope of Works of this Contract will require mutual written agreement between the Contractor and the County.

#### **ARTICLE 65     CRIMINAL JUSTICE INFORMATION SYSTEMS SECURITY REQUIREMENTS**

Any contract awarded to a private contractor/vendor wherein a software application/program that accesses, processes, and stores Criminal Justice Information (CJI) or Personally Identifiable Information (PII), or the selected private contractor/vendor requires physical or logical access to the MDPD's network which contains CJI or PII, must comply with all security policy requirements

outlined in the Florida Department of Law Enforcement's (FDLE) Criminal Justice Information Systems (CJIS) Security Policy. Additionally, the selected private contractor/vendor, and any of its employees or subcontractors, that requires logical access to the MDPD's network must review the attached Federal Bureau of Investigation's (FBI) CJIS Security Addendum (Annex A), and sign the FBI's CJIS Security Addendum Certification (Annex B) upon completion of a state and national fingerprint-based record check, criminal background check, proof of citizenship or authorization to be employed in the United States, biennially. Further, support personnel, contractors, and custodial workers with access to physically secure locations or controlled areas shall be subject to a state and national fingerprint-based record check unless these individuals are escorted by authorized personnel at all times.

**ARTICLE 66 TRANSITION**

In the event the County issues a new Agreement after this Agreement expires, the Contractor shall continue to operate and maintain the Solution under the terms and conditions of this Agreement, pending the transition and acceptance of any new Solution and services at each MDCR location. Contractor shall transfer the provided network to MDCR at the expiration of the contract. This shall include all applicable cabling and wireless equipment.

**ARTICLE 67 SURVIVAL**

The Parties acknowledge that any of the obligations in this Agreement will survive the term, termination, and cancellation hereof. Accordingly, the respective obligations of the Contractor and the County under this Agreement, which by nature would continue beyond the termination, cancellation, or expiration thereof, shall survive termination, cancellation or expiration hereof.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the last date that the Agreement is executed below,

Contractor

Miami-Dade County

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Attest: \_\_\_\_\_  
Corporate Secretary/Notary Public

By: \_\_\_\_\_  
Name: Daniella Levine Cava  
Title: Mayor  
Date: \_\_\_\_\_  
Attest: \_\_\_\_\_  
Clerk of the Board

Corporate Seal/Notary Seal

Approved as to form  
and legal sufficiency

\_\_\_\_\_  
Assistant County Attorney

Attachments:

- A. Scope of Work
- B. Price and Payment Schedule
- C. Maintenance and Support Services



- D. Implementation Timeline
- E. Business Continuity and Disaster Recovery
- F. Software Escrow Agreement
- G. Federal Bureau of Investigation's (FBI) CJIS Security Addendum (Annex A)
- H. FBI's CJIS Security Addendum Certification (Annex B)
- I. Cloud Service Usage Policy 102119a (003)
- J. Payment Card Industry ("PCI") Security Standards
- K. Information Technology Security Matrix
- L. Functional Requirements Matrix
- M. Interface Matrix
- N. The County's Enterprise Technology Model