

Inmate Commissary and Banking Services,
and Staff Self-Service Supermarket Program
Contract No. RFP- 01207

THIS AGREEMENT made and entered into as of this 01 day of April, 2020 by and between Aramark Correctional Services, LLC, a corporation organized and existing under the laws of the State of Delaware, having its principal office at 2400 Market Street, Philadelphia, PA 19103 (hereinafter referred to as the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 N.W. 1st Street, Miami, Florida 33128 (hereinafter referred to as the "County"),

WITNESSETH:

WHEREAS, the Contractor has offered to provide on a non-exclusive basis, that shall conform to the Scope of Services (Appendix A); Miami-Dade County's Request for Proposals (RFP) No. 01207 and all associated addenda and attachments, incorporated herein by reference; and the requirements of this Agreement; and,

WHEREAS, the Contractor has submitted a written proposal dated September 25, 2019, hereinafter referred to as the "Contractor's Proposal" which is incorporated herein by reference; and,

WHEREAS, the County desires to procure from the Contractor such inmate commissary and banking services, and staff self-service supermarket program for the County, in accordance with the terms and conditions of this Agreement;

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 word "Billables" to mean items that the County has the option to purchase with a fee and include welcome and indigent kits for inmates.
- b) The word "Commission" to mean the rate that is paid by the Contractor to the County on a monthly basis in exchange for the right to provide the services described in the Scope of Services.

- c) The words "Contract" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), all other appendices and attachments hereto, all amendments issued hereto, RFP No. 01207 and all associated addenda, and the Contractor's Proposal.
- d) The words "Contract Date" to mean the date on which this Agreement is effective.
- e) The words "Contract Manager" to mean Miami-Dade County's Director, Internal Services Department, or the duly authorized representative designated to manage the Contract.
- f) The word "Contractor" to mean Aramark Correctional Services, LLC and its permitted successors.
- g) The word "Days" to mean Calendar Days.
- h) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the County's Project Manager for review and approval pursuant to the terms of this Agreement.
- i) The words "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 County's Project Manager; and similarly the words "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 County's Project Manager.
- j) The words "Extra Work" or "Additional Work" to mean additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the County.
- k) The word "Fix" to mean the repair or replacement of as applicable, source, object or executable code versions of the System.
- l) The words "Funds Disbursement/Intake Devices" to mean those devices utilized to refund or to deposit funds into inmates' accounts.
- m) The word "Hardware" to mean the mechanical, magnetic, electronic and electrical components, peripherals and devices necessary to provide commissary services and a Kiosk System in the County's Detention Facility, and includes, but is not limited to Kiosks, Servers and Funds Disbursement/Intake Devices.
- n) The word "Kiosk" to mean the Hardware equipment utilized by inmates and staff to order commissary items.
- o) The words "Major Failure" to mean a malfunction or error in the System that renders the System non-functional (in parts or as a whole).
- p) The words "Minor Failure" to mean failure of any part of the System that is not a Major Failure, and in the parties' reasonable discretion impacts or hampers the operation of the System.
- q) The words "PCI Data Security Standards (PCI DSS)" to mean the requirements and security assessment procedures promulgated by the PCI Security Standards Council (PCI SSC) for all entities involved in payment card processing, including cardholder data

storage and transmission to protect account data and mitigate risks.

- r) The words "PCI Data Security Standards Council" to mean the independent organization founded by American Express, Discover Financial Services, JCB International, MasterCard, and Visa Inc., which provides the Payment Card Industry Security Standards and certifies for Qualified Security Assessors.
- s) The words "Project Manager" to mean the County Mayor or the duly authorized representative designated to manage the Project.
- t) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the work to be performed by the Contractor.
- u) 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.
- v) The word "System" to mean the Hardware, Operating System, Proprietary Software, Software services, documentation, peripherals, database, licenses and other items, tangible and intangible, including but not limited to Kiosks, Servers and Funds Disbursement/Intake Devices, that provide the County with the functionalities and performance specifications described in this Contract.
- w) The words "Work", "Services" "Program", or "Project" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.
- x) The words "Work Around" to mean a change in the procedures followed or data supplied by the Contractor to avoid an error without significantly impairing the performance of the System until a permanent resolution can be obtained.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) these terms and conditions, 2) the Scope of Services (Appendix A), 3) the Price Schedule (Appendix B), 4) Miami-Dade County's RFP No. 01207 and any associated addenda and attachments thereof, and 4) 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 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 both parties hereto or their authorized representatives.
- b) The Contractor shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the County in all aspects of the Services 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 and Services 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 and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the County's Project Manager.
- e) The Contractor acknowledges that the County shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor agrees to implement any and 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 set forth on the first page, and shall continue through the last day of the sixtieth (60th) month. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for one, five-year period. The County reserves the right to exercise its option to extend this Contract for up to 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. On the effective date, this contract will replace Contract No. RFP649. During negotiations, Contractor agreed to waive the 30 days written notice termination for convenience period for Contract No. RFP649. Notwithstanding the County's rights, above, the Contractor may terminate this Agreement for convenience with written notification to the County at least one year in advance of said termination.

ARTICLE 6. NOTICE REQUIREMENTS

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

(1) to the County

a) to the Project Manager:

Miami-Dade County
Corrections and Rehabilitation Department
2525 N.W. 62nd Street, Room 3259
Miami, FL 33147
Attention: Chief, Internal Services Division
Phone: (786) 263-6279
E-mail: Gato.Jackson@miamidade.gov

and,

b) to the Contract Manager:

Miami-Dade County
Internal Services Department, Strategic Procurement Division
Attention: Chief Procurement Officer
111 N.W. 1st Street, Suite 1375
Miami, FL 33128-1974
Phone: (305) 375-4900
E-mail: uppaln@miamidade.gov

(2) To the Contractor

Aramark Correctional Services, LLC
2400 Market St
Philadelphia, PA 19103
Attention: President, Aramark Correctional Services, LLC
Phone: 215-238-3000

With a copy to,

Aramark Correctional Services, LLC
2400 Market St
Philadelphia, PA 19103
Attention: Assistant Vice President and Associate General Counsel
Phone: 215-238-3000

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 7. PAYMENT FOR SERVICES/AMOUNT OBLIGATED

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 commission the Contractor will pay to the County and the price the Contractor will charge for Billables while providing the Work and Services to be performed under this Contract. The commission rates payable to the County and the price for Billables the County shall pay the Contractor, shall be pursuant to Appendix B - Price Schedule. The County shall have no obligation to pay the Contractor any sum in excess of the amounts on Appendix B – Price Schedule for Billables except for or a 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.

ARTICLE 8. COMMISSION RATES AND PRICES FOR BILLABLES

Commission rates and prices for Billables for shall remain firm and fixed for the term of the Contract, including any option or extension periods; however, the Contractor may offer incentives such as additional commissions or equipment or Billables to the County at any time during the Contract term, including any renewal or extension thereof.

ARTICLE 9. METHOD AND TIMES OF PAYMENT

The Contractor agrees that under the provisions of this Agreement, as reimbursement for those actual, reasonable and necessary costs incurred by the Contractor, which are directly attributable or properly allocable to the Services, the Contractor will charge the applicable inmate's account for delivered items and will charge the County for Billables pursuant to Appendix B – Price Schedule. At the end of each month, by the fifth of the following month, the Contractor shall provide the monthly report for the preceding month and transfer to the County all proceeds received from the revenue sources applicable to this Contract. The Contractor shall submit to the County on the fifth of every month, an invoice for Commissionable Commissary Items and Banking Transactions. The Contractor shall submit to the County on the tenth of every month, an invoice for Indigent Commissary Items. The County shall make all the required disbursements (except sales tax which shall be paid by the Contractor in accordance with Section 2.2.14 of the Scope of Services), retain the commissions due to the County, retain 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. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. All firms, including Small Business Enterprises, providing goods and services to the County, shall receive payment to maintain sufficient cash flow. In accordance with Section 218.74 of the Florida Statutes, and Section 2-8.1.4 of the Code of Miami-Dade County, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. Billings from prime Contractors under services and goods contracts with the County or Public Health Trust, that are Small Business Enterprise contract set-aside, bid preference or contain a subcontractor goal, shall be promptly reviewed and payment made by the County or Trust on those amounts not under dispute within fourteen (14) calendar days of receipt of such billing by the County or the Trust pursuant to Sections 2-8.1.1.1.1 and 2-8.1.1.1.2 of the Code of Miami-Dade. All payments due from the County or the Public Health Trust, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County

Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

In accordance with Miami-Dade County Implementing Order 3-9, Accounts Receivable Adjustments, if money is owed by the Contractor to the County, whether under this Contract or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Contractor under this Contract. Such retained amount shall be applied to the amount owed by the Contractor to the County. The Contractor shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the County to the Contractor for the applicable payment due herein.

Invoices and associated back-up documentation shall be submitted in duplicate by the Contractor to the County as follows:

Miami-Dade County
Correction and Rehabilitation Department
2525 N.W. 62nd Street, Room 2117
Miami, FL 33147

Attention: Budget and Finance Bureau Commander

The County may at any time designate a different address and/or contact person by giving written notice to the other party.

ARTICLE 10. 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, Certificates of Insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

1. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
2. Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence. Policy must be endorsed to include coverage for Products Liability. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
3. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$300,000 combined single limit

for bodily injury and property damage.

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.

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

**Miami-Dade County
111 N.W. 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 insurance certificate is received within the specified timeframe but not in the manner prescribed in this Agreement, the Contractor shall have an additional five (5) 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 Certificates 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(s) of Insurance is scheduled to expire during the term of the Contract, the Contractor shall submit new or renewed Certificate(s) of Insurance to the County a minimum of ten (10) calendar days before such expiration. In the event that expired Certificates of Insurance are not replaced or renewed to cover the Contract period, the County may suspend the Contract until the new or renewed certificates 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 11. MANNER OF PERFORMANCE

- a) The Contractor shall provide the Services 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 Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the County, the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services 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 any and all claims, suits, actions, damages and costs (including attorney's 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 agrees that at all times it will employ, maintain and assign to the performance of the Services 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 Services described herein, in a competent and professional manner.
- e) The Contractor shall at all times cooperate with the County and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.
- 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 12. EMPLOYEES OF THE CONTRACTOR

All employees of the Contractor shall be considered to 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 13. INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all work services 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 or services performed pursuant to this Agreement shall at all times, 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 14. AUTHORITY OF THE COUNTY'S PROJECT MANAGER

- a) The Contractor hereby acknowledges that the County's 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 Services; 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 to this Agreement 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 parties. Any such dispute shall be brought, if at all, before the County Mayor within 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 in regard to 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.

ARTICLE 15. MUTUAL OBLIGATIONS

- a) This Agreement, including attachments and appendices 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 both 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 costs from the Contractor.

ARTICLE 16. 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 Scope of Services. The Contractor and its subcontractors and suppliers, shall retain such records, and all other documents relevant to the Services furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof.

ARTICLE 17. AUDITS

The County, or its duly authorized representatives and governmental agencies, shall until the expiration of three (3) 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 of Miami-Dade County, 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. 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 18. SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes 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.

ARTICLE 19. 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 20. SUBCONTRACTUAL RELATIONS

- a) If the Contractor will cause 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 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 services, will state in writing to the County the name of the proposed Subcontractor, the portion of the Services 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 Services to be performed. Such Services 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 Services 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 services 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 subcontract 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 21. 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 22. 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 23. TERMINATION AND SUSPENSION OF WORK

- a) The County may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the County through fraud, misrepresentation or material misstatement.
- b) The County may, as a further sanction, 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 be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.
- c) The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years 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 of Miami-Dade County.
- d) In addition to cancellation or termination as otherwise provided in this Agreement, the County may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Contractor.
- 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

- 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.

ARTICLE 24. EVENT OF DEFAULT

- a) An Event of Default shall mean a breach of this Agreement by the Contractor. Without limiting the generality of the foregoing, and in addition to those instances referred to herein as a breach, an Event of Default shall include the following:
- i. the Contractor has not delivered Deliverables 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.
- b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services 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 Services 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 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 Services or any part thereof either by itself or

through others.

- c) In the event the County shall terminate this Agreement for default, the County or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

ARTICLE 25. NOTICE OF DEFAULT - OPPORTUNITY TO CURE

If an Event of Default occurs in the determination of the County, the County may so notify the Contractor ("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 Services upon the Termination Date.

ARTICLE 26. REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, 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 27. 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 28. 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 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) It is understood and agreed that 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 29. PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of Florida's Public Records Law.

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.

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 (hereinafter "Computer Software"). All third-party license agreements must also be honored by the contractors and their 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 any and all information technology software.

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 30. 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 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, hereinafter referred to as "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 Services. 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 31. 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 Contractor confirms its knowledge of and commitment to comply with the following:

- | | |
|-----------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. Miami-Dade County Ownership Disclosure Affidavit
(Section 2-8.1 of the Code of Miami-Dade County) | (Section 2-8.1 of the Code of Miami-Dade County) |
| 2. Miami-Dade County Employment Disclosure Affidavit
(Section 2.8.1(d)(2) of the Code of Miami-Dade County) | 7. Miami-Dade County Code of Business Ethics Affidavit
(Sections 2-8.1(f), 2-11.1(b)(1) through (6) and (9), and 2-11.1(c) of the Code of Miami-Dade County) |
| 3. Miami-Dade County Employment Drug-free Workplace Certification
(Section 2-8.1.2(b) 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) |
| 4. Miami-Dade County Disability and Nondiscrimination Affidavit
(Section 2-8.1.5 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) |
| 5. Miami-Dade County Debarment Disclosure Affidavit
(Section 10.38 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) |
| 6. Miami-Dade County Vendor Obligation to County Affidavit | 11. Miami-Dade County E-Verify Affidavit |

(Executive Order 11-116)

12. **Miami-Dade County Pay Parity Affidavit**
(Resolution R-1072-17)
13. **Miami-Dade County Suspected Workers' Compensation Fraud Affidavit**
(Resolution R-919-18)
14. **Subcontracting Practices**
(Section 2-8.8 of the Code of Miami-Dade County)
15. **Subcontractor/Supplier Listing**
(Section 2-8.1 of the Code of Miami-Dade County)
16. **Form W-9 and 147c Letter**
(as required by the Internal Revenue Service)
17. **FEIN Number or Social Security Number**
In order to establish a file, the Contractor's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. 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
 - To make payments to individual/Contractor for goods and services provided to Miami-Dade County
 - Tax reporting purposes
 - To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records
18. **Office of the Inspector General**
(Section 2-1076 of the Code of Miami-Dade County)
19. **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.
20. **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

Section 2-11.1(d) of the Code of Miami-Dade County requires that any County employee or any member of the employee's immediate family who has a controlling 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 request a conflict of interest opinion from the County's Ethics Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business engagement entered in violation of this subsection, as amended, shall be rendered voidable. All 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 Code of Miami-Dade County relating to Conflict of Interest and Code of Ethics. In accordance with Section 2-11.1 (y), the Miami-Dade County Commission on Ethics and Public Trust (Ethics Commission) shall be empowered to review, interpret, render advisory opinions and letters of instruction and enforce the Conflict of Interest and Code of Ethics Ordinance .

ARTICLE 32. INSPECTOR GENERAL REVIEWS

Independent Private Sector Inspector General Reviews

Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "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.

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Implementing Order 3-38; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.***

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 Public Health 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 shall have the power 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.

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 33. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and 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 (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.
- b) Miami-Dade County Small Business Enterprises Development Participation Provisions, as applicable to this Contract.
- c) Environmental Protection Agency (EPA), as applicable to this Contract.
- d) Section 2-11.1 of the Code of Miami-Dade County, "Conflict of Interest and Code of Ethics."
- e) Section 10-38 of the Code of Miami-Dade County, "Debarment of Contractors from County Work."
- f) Section 11A-60 - 11A-67 of the Code of Miami-Dade County, "Domestic Leave."
- g) 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.
- h) The Equal Pay Act of 1963, as amended (29 U.S.C. 206(d)).
- i) Section 448.07 of the Florida Statutes "Wage Rate Discrimination Based on Sex Prohibited."
- j) Chapter 11A of the Code of Miami-Dade County (§ 11A-1 et seq.) "Discrimination."
- k) Chapter 22 of the Code of Miami-Dade County (§ 22-1 et seq.) "Wage Theft."
- l) Chapter 8A, Article XIX, of the Code of Miami-Dade County (§ 8A-400 et seq.) "Business Regulations."
- m) Any other laws prohibiting wage rate discrimination based on sex.

Pursuant to Resolution 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 "h" through "m" 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), permit(s), etc. 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 34. 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 35. 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, supplies 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 County's 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 in regard to remedying the situation.

ARTICLE 36. 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 Services 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 product or service provided by the Contractor or such parties has been approved or endorsed by the County.

ARTICLE 37. BANKRUPTCY

The County reserves the right to 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 38. 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 Miami-Dade County.

ARTICLE 39. COUNTY USER ACCESS PROGRAM (UAP)**a) User Access Fee**

Pursuant to Section 2-8.10 of the Code of Miami-Dade County, this Contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). The UAP will apply when permitted by funding.

The Contractor providing goods or services under this Contract shall invoice the Contract price and shall accept as payment thereof the Contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Contractor participation in this invoice reduction portion of the UAP is mandatory.

ARTICLE 40. FIRST SOURCE HIRING REFERRAL PROGRAM

Pursuant to Section 2-2113 of the Code of Miami-Dade County, 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 the South Florida Workforce Investment Board ("SFWIB"), the designated Referral Agency, of the vacancy and list the vacancy with SFWIB 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 SFWIB. 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 SFWIB 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 FSHRP are available at <https://iapps.careersourcesfl.com/firstsource/>.

ARTICLE 41. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF MIAMI-DADE COUNTY

The Contractor shall comply with the Public Records Laws of the State of Florida, 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, F.S., 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, 111 NW 1st STREET, SUITE 1300, MIAMI, FLORIDA 33128

ARTICLE 42. 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.

ARTICLE 43. SOFTWARE

The Contractor shall provide the County with documentation, satisfactory to the County confirming that the Contractor has acquired on the County's behalf all software licenses hereunder.

- a. In the event the County purchases a license for the Contractor's licensed software "Licensed Software", the Contractor shall provide to the County the computer programs (the "Programs"), other materials related thereto (the "Documentation") with the Programs.
- b. The Contractor shall, at its own expense, secure and administer for the County, in the County's name, any and all necessary sublicenses or direct licenses for the third party software, which shall be irrevocable. The Contractor shall secure such sublicenses and direct licenses upon the same terms and conditions as the license between the Contractor and the County contained herein and additional terms and conditions which, in the County's sole discretion, are acceptable to the County.
- c. Upon termination or expiration of this Agreement, the County shall be granted a license for the Licensed Software for the sole purpose of accessing the existing data related to the Scope of Services under the Agreement. The County may not assign any rights to the use of the Licensed Software to any third party.

ARTICLE 44. SOFTWARE LICENSE

- a. The Contractor hereby grants to the County, and/or its agents, suppliers and vendors, non-exclusive, irrevocable licensed software to use, the Contractor's Licensed Software, if purchased by the County during the term of this Agreement.
- b. Subject to Article 43 (c.), as used above, "irrevocable" shall include, but not be limited to, the right of the County to continue using the Contractor's Licensed Software irrespective of any material breach or default pursuant to the terms hereof.

ARTICLE 45. SCOPE OF LICENSE

The County may use the Licensed Software on any and all equipment configurations of whatever make, manufacture and/or model, owned, controlled or contracted for, by 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 or which may assume the responsibilities of the County or any successors of the County.

ARTICLE 46. SOFTWARE RELATED DOCUMENTATION

The Licensed Software-related Documentation will consist of any and all operator's and user's manuals, training materials, guides and listings. The Documentation will in all cases be fully applicable to the use of the Programs with the Equipment, and will identify and reflect any particular features of the Equipment which may affect the normal use and operation of the Programs. The Contractor shall deliver to the County three copies of said Documentation. The County will have the right, as part of the license granted herein, to make as many additional copies of the Documentation as it may deem necessary.

ARTICLE 47. OPERATING ENVIRONMENT FOR INFORMATION SYSTEMS

The Programs, and each module or component and function thereof, will be capable of operating fully and correctly in the operating environment identified in the Scope of Services. The Contractor hereby warrants and represents that each Program will be fully compatible and will interface completely with each other Program provided hereunder with the Software, and with the Equipment, such that the Equipment, Software, Licensed Software and Deliverables combined will perform and continuously attain the standards identified in the applicable section of this Agreement, including but not limited to the performance standards set forth in the Scope of Services and Contractor's Proposal. The addition or connection of other computer equipment to the Equipment will not adversely affect performance of the System.

ARTICLE 48. SOFTWARE ENHANCEMENTS/ MODIFICATIONS

The Contractor shall provide the County with error corrections, bug fixes, patches or other updates to the Software licensed hereunder to the extent available in accordance with the Contractor's release schedule at no extra charge.

The County may, from time to time, request that the Contractor incorporate certain features, enhancements, or modifications to the licensed Software. Upon the County's request for such enhancements/modifications the County shall prepare a Statement of Work for the specific Project that shall define in detail the services to be performed.

- a) Each Statement of Work executed hereunder shall automatically incorporate the terms and conditions of this Agreement. Such enhancements or modifications shall become part of the licensed Software. Notwithstanding the foregoing, performance of any such modifications shall not compromise the Contractor's warranty obligations.
- b) 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 Licensed Software, and any and all Documentation relating to the Licensed Software and or enhancements/modification thereto.

All such error corrections, bug fixes, patches, updates or new releases shall be the sole property of the Contractor.

ARTICLE 49. KIOSK SUPPORT SERVICES

The Contractor will provide and maintain Support Services for the Kiosk System. The Contractor shall accept the County's communications regarding System Failure(s) and shall discuss

solutions and, when required by the County the Contractor shall initiate corrective action and resolution of such Failure(s). The County will contact the Contractor's on-site personnel first for a support call and the Contractor's on-site personnel will document said calls. Based on the incident, Contractor's management staff may be called to address the issue. Support Services shall be available twenty four (24) hours per day, seven (7) days per week, and three hundred sixty five (365) days per year.

The Contractor shall correct Minor Failure(s) of the Kiosk System within two (2) hours after receipt of initial notification of such Failure(s) by the County. The Contractor shall correct all Major Failure(s) of the Kiosk System within twenty four (24) hours after the Contractor has received initial notification of such Failure(s) by the County.

The County will permit remote access to the Kiosk System to remedy the System Failure(s). If the Contractor is unable to determine the cause and/or correct the problem through remote access, the Contractor will dispatch its representative(s) to County's site to resolve the problem.

When any kiosk unit is non-operational and the Contractor cannot reasonably repair such kiosk unit within twenty four (24) hours of County's notification of such Failure, the Contractor shall replace said kiosk with an operational kiosk unit within twenty four (24) hours of the initial County's notice.

ARTICLE 50. SOFTWARE WARRANTIES

The Contractor warrants that the Software (i) shall be free from defects in material and workmanship under normal use and remain in good working order; (ii) shall meet all of the performance standards set forth in the Scope of Work and the Contractor's Proposal; (iii) shall be of a compiled high level language; (iv) shall not contain viruses or pre-programmed devices which will cause any software utilized by the County to be erased or become inoperable of processing accurately and in accordance with the warranties specified herein and the Scope of Services; and (v) that the Software and each module and function thereof shall be capable of operating fully and correctly on the combination of the Equipment and Software furnished to the County.

In the event the Software does not satisfy the conditions of performance set forth in the Scope of Services and the Contractor's Proposal, the Contractor's obligation is to provide a Fix or a Work Around at the Contractor's cost and expense, or to provide different equipment, software and services required to attain the performance requirements set forth in the Scope of Services and Contractor's Proposal, in the sole discretion of the County. Failure by the Contractor to comply with warranty provisions hereof may be deemed by the County as a material breach of the Contractor's obligations hereof.

ARTICLE 51. SYSTEM WARRANTIES

- a) The Contractor hereby represents and warrants to the County that Contractor has reviewed and evaluated all information furnished by the County and has made all inquiries necessary such that the Contractor is fully aware of the County's business requirements and intended uses of the System as set forth or referenced in this Agreement. Accordingly, the System shall satisfy such requirements in all material respects and will be fit for such intended uses. Based on the Contractor's analysis of the Contract Documents, the Contractor hereby represents and warrants to the County that the System, as described in the Scope of Services, will meet the County's objectives as set forth in the Contract and that the Contractor is not

aware of any material discrepancies among the County's objectives as set forth in the Scope of Services.

- b) The design and construction of the Equipment shall reflect the intended use of the Equipment as a component of a fully integrated system as defined in the Contract. The Equipment shall meet the standards of safety and reliability, as specified in the Contract, and all applicable design codes, ordinances and standards.
- c) The Contractor hereby warrants to the County that the System to be furnished hereunder at each site, shall (i) operate at the dependability levels specified in the Scope of Services, on a site by site basis; and (ii) operate as fully integrated System with each component thereof functioning completely and in conjunction with each of the other components of the System.
- d) The Contractor represents and warrants that the System has been configured so that such System performance standards are capable of being met. Such System performance standards shall include, but not be limited to, Contractor's warranty that the System has been properly configured to be capable of handling both the current and the anticipated volumes of transactions specified in the Scope of Services.

ARTICLE 52. EQUIPMENT WARRANTY

The Contractor warrants and agrees that the cost, value, maintenance, repair, and/or replacement of all Equipment shall be the sole responsibility of the Contractor. In addition, the Equipment shall be (i) free from defects in materials and workmanship and remain in good working order, and (ii) function in accordance with the requirements of the Scope of Services, Contractor's Proposal and the Original Equipment Manufacturer's published specifications. The warranty in this Article is in addition to the other warranties set forth in the Contract. Any damage to Equipment caused by members of the public, but not including damage caused by County's staff or physical damage to Equipment caused by inmates, shall be the sole responsibility of the Contractor. Any substantiated damage to Equipment caused by County's staff or physical damage to Equipment caused by inmates shall be the responsibility of County. Notwithstanding the foregoing, the Contractor shall not be responsible for any failure to complete repairs and/or replacements due in whole or in part to the acts or omissions of the County's contracted vendors or County's independent contractors.

ARTICLE 53. THIRD PARTY-WARRANTIES

In addition to the foregoing warranties, the Contractor hereby assigns to the County, and the County shall have the benefit of, any and all subcontractors' and suppliers' warranties and representations with respect to the Licensed Software provided hereunder.

ARTICLE 54. FUNCTIONALLY EQUIVALENT SOFTWARE

The maintenance and support obligations of the Contractor to provide the functions set-forth in this Agreement shall remain unaffected throughout the term of this Agreement. In the event that Contractor should request to discontinue maintenance and support of the then current version of the Software, the Contractor shall be required to provide to the County, free of charges, and with reasonable time to allow for uninterrupted use by the County, a new version of the Software which shall perform the functions required in this Agreement, and to support and maintain such new version of the software.

ARTICLE 55. TRUST FUND SYSTEM FAILURES

The Contractor shall be responsible for Trust Fund System Failures (including Hardware and Software) that cannot be corrected. Contractor shall pay the County for the County's actual damages sustained and recovery cost as a result of a Failure by the Trust Fund System. As used herein, "Failure" shall mean an error, or problem, or malfunction of the Trust Fund System that prevents the Trust Fund System or any part thereof from performing properly; it does not include human error on the part of the County.

ARTICLE 56. PAYMENT CARD INDUSTRY DATA SECURITY REQUIREMENTS

The Contractor shall adhere to Payment Card Industry (PCI) Data Security requirements. Contractor is responsible for security of cardholder data in its possession. Such data can **ONLY** be used for the purpose of providing the services in this Agreement, providing fraud control services or for other uses specifically required by law.

The Contractor shall provide business continuity in the event of a major disruption, disaster or failure. Contractor will contact the County's Chief Security Officer immediately to advise of any breaches in security where card data has been compromised. In the event of a security intrusion, the Contractor shall provide, at no cost to the County, a PCI representative, or a PCI approved third party with full cooperation and access to conduct a thorough security review. The review will validate compliance with the PCI Data Security Standard for protecting cardholder data.

The Contractor shall properly dispose of sensitive cardholder data when no longer needed and shall treat all cardholder data as confidential, including after the expiration of this Agreement. Contractor shall provide the County's PCI Compliance Officer, Finance Department at (305) 375-5245, documentation showing PCI Data Security certification has been achieved. Contractor shall advise the County's PCI Compliance Officer of all failures to comply with the PCI Data Security Requirements. Failures include, but are not limited to system scans and self-assessment questionnaires and if requested provide a timeline for corrective action.

ARTICLE 57. PAYMENT CARD INDUSTRY DATA SECURITY COMPLIANCE

The Contractor shall comply with the Payment Card Industry Data Security Standards in effect and at all times throughout the term of this agreement.

- a) The Contractor confirms its knowledge of and commitment to comply by providing the following proof that Contractor's devices/applications/processes meet PCI compliance requirements:
 1. Contractor's current annual PCI Compliance certification. The County has the auditing right to request copies of the PCI compliance certifications at a later time.
 2. During an installation or a major system upgrade the Contractor must provide implementation manuals and detailed diagram(s) that show all cardholder data flows across MDC's systems and networks.
 3. Vendor Form – Payment Application(s) – Only applicable to the vendor who is installing the product in County environment.

- b) The Contractor shall resubmit the aforementioned passing, updated, completed and signed PCI compliance documents annually to the County. Furthermore, the Contractor shall update their solution, when required, to remain compliant with all changes to the PCI standards and requirements by the implementation dates mandated by the PCI Data Security Standards Council and remediate any critical security vulnerabilities within thirty (30) days of identification.
- c) Sensitive Authentication data and Primary Account number shall not be stored by the vendor application at any point, even if masked. Any other Card holder data should not be stored by the vendor application unless it is absolutely needed for County's operations.
- d) POS (Point of Sale) and Retail transactions must be routed directly to Miami-Dade County's merchant provider (ELAVON) and must be Europay, Mastercard and Visa (EMV) compliant. All POS and Retail transactions must be capable of accepting NFC (near field communications) payment methods such as Google Wallet, ApplePay, Samsung Wallet.
- e) Internet transactions must be routed through Miami-Dade County's Internal Payment Gateway (Payment Card and eCheck). Exceptions to using Miami-Dade County's Internal Payment Gateway shall require written justification by Contractor, including a cost/benefit analysis, and require written approval by both the Finance Department Director and Chief Information Officer.
- f) Proposed systems that fall outside of the requirements stated in this document shall be reviewed by the Enterprise Security Office and subjected to a risk assessment to ensure the system offers sufficient protection of cardholder data. Exceptions shall require written justification by the proposed system's provider, the ESO's risk analysis, and require written approval by both the Finance Department Director and Chief Information Officer.

Transactions processed through the Miami-Dade County Internal Payment Gateway are prohibited from accepting / processing PIN numbers for security reasons. Debit card transactions must be processed as credit card transactions. Miami-Dade County provides three (3) basic services that allow Contractor applications to interact with its Payment Gateways:

1. Web-based Credit Card Transaction Service
2. Web-based Automated Clearing House (ACH) (e-Check) Transaction Service.
3. Recurring Payment Service (for monthly or yearly recurring payments). This service will allow merchants to develop recurring credit card payments on behalf of their payers. This is a SOAP Web Service, and Miami-Dade County will provide the service Web Service Definition Language (WSDL) and the necessary documentation. The Recurring Payment Service is PCI-compliant, and all the sensitive credit card data is stored offsite in the County's clearinghouse.

There are two different ways that a merchant customer can handle the Credit Card or ACH (e-Check) transaction processing:

Option #1:

Contractor's application interfaces directly with Miami-Dade County's Payment Gateway via a RESTful web-service. Miami-Dade County will provide the XML schemas to all basic services: web payment processing, void, refund and recurring payments. Miami-Dade County will also provide all the necessary URLs for these services, as well as, documentation detailing fields and response codes. All services will respond with the same XML receipt.

This solution will require the client application to fully interact with Miami-Dade County's Payment Gateway, reacting to processing and system errors. Even though this solution requires more development and integration from a vendor, it will offer the greatest flexibility and customization. This option also requires for the vendor application to be hosted on a server inside Metronet, since Miami-Dade County's Payment Gateway is not accessible from the Internet. If the application is outside the Metronet, Miami-Dade County can develop a Payment Module Application (option #2) that will service the vendor's application.


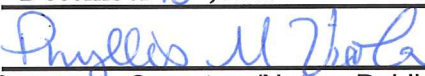
Option #2:

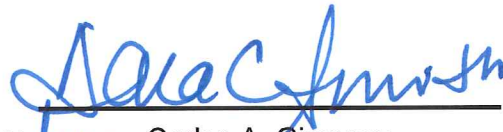
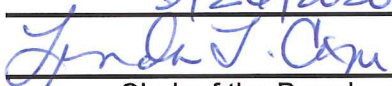
Contractor's application will utilize a Payment Module Web Application developed and maintained by Miami-Dade County. This solution can be a standard web application, a mobile web application, or both. A link will be provided on the vendor application that sends payers to the Payment Module Application. For example, once the payer has selected the items to purchase (from the vendor's application), there would be a "Pay Now" button that will redirect the payer to the Miami-Dade County Payment Module via HTTPs post, carrying all the necessary data to begin the payment process (User ID, Amount, etc.). This requires only minor development effort on the vendor side. The vendor will agree on custom fields to be passed to the Miami-Dade County Payment Module via HTTP protocol over TLS 1.2 or higher (only secure connections are accepted; Secure Sockets Layer protocol is not accepted). In turn, the Miami-Dade County Payment Module will collect the payment information and process the transaction via the Miami-Dade County Internal Payment Gateway. Results will be posted back (post back URL is provided by the client application) to the vendor application. This solution will not require the client application to be hosted in Metronet. The Miami-Dade County Payment Module handles all processing and system errors, simplifying the integration effort on the vendor side.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the contract date herein above set forth.

Aramark Correctional Services, LLC

Miami-Dade County

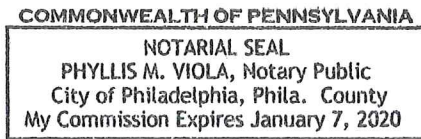
By: 
 Name: Mark R. Adams
 Title: VP Finance, CFO
 Date: December 13, 2019
 Attest: 
 Corporate Secretary/Notary Public

By: 
 Name: for Carlos A. Gimenez
 Title: Mayor
 Date: 3/26/2020
 Attest: 
 Clerk of the Board



Corporate Seal/Notary Seal

Approved as to form and legal sufficiency




 Assistant County Attorney

APPENDIX A

SCOPE OF SERVICES

1. Background

Miami-Dade Corrections and Rehabilitation (MDCR) Department provides commissary services, inmate account maintenance, and trust fund management for inmates incarcerated in its three detention facilities. The locations of the detention facilities, inmate average daily population and total bed capacity as of December 31, 2018 are:

Statistics as at December 31, 2018			
Location	Address	Average Daily Population	Total Bed Capacity
Metro West Detention Center	13850 NW 41 Street, Miami, FL (Doral West)	2,124	2,862
Pretrial Detention Center	1321 NW 13 Street, Miami FL (Civic Center Area)	1,184	1,499
Turner Guilford Knight Center	7000 NW 41 Street, Miami FL (Airport area)	891	1,377

Inmate orders are delivered once a week to a centralized delivery point by the current Service Provider. MDCR's Commissary Unit has eight (8) employees that are responsible for taking the orders and delivery of the orders to the individual cells. Inmates are allowed to place commissary orders weekly with a limit of \$150 for regular orders and \$105 for prepackaged orders; a cumulative weekly limit of \$255 (this amount may change during the term of the contract). Inmates are not allowed to purchase commissary against future deposits. Total commissary sales for 2018 was \$3,875,718.

Banking services are provided for inmates incarcerated in the three detention facilities. The existing inmate banking system is proprietary and was installed in 2009 by the current Service Provider. The system provides automation for inmate financial accounts including, but not limited to, money deposits and releases, expenses, reporting, account balances and reconciliations.

The Contractor is required to provide commissary and banking services for the County's inmate population at the three detention facilities. The locations of the detention facilities are subject to change during the term of the contract. The County may also purchase welcome and indigent kits for inmates. If requested by the County, Contractor shall invoice MDCR for these kits on a monthly basis.

MDCR also seeks to establish a staff self-service supermarket program for approximately 1762 employees at its headquarters located at Dr. Martin Luther King Office Plaza, 2525 NW 62nd Street, Miami and the above detention facilities. Contractor is required to offer fresh and healthy breakfast, lunch, dinner and snack options (food items) in a designated area at each MDCR facility. Menu, pricing and future changes must be approved by MDCR. Staff will purchase food

APPENDIX A

items twenty-four (24) hours per day, seven (7) days per week, and make payments using the self-service kiosks provided and maintained by the Contractor.

Contractor shall compensate the County with commissions from the inmate commissary services, inmate banking system and the staff self-service supermarket program. Commissions shall be paid on a monthly basis as established in Appendix B of this contract. Except for the welcome and indigent kits (billables), compensation for provision of the services shall be derived from revenues generated, and the Contractor shall be responsible for all costs associated therewith.

The County makes no promises or guarantees concerning the number of jail facilities, the number of inmates or the total sales that will be associated with this contract.

2. Preferred Qualification Requirement and Services to be Provided

It is anticipated that the Contractor shall have experience in the provision of commissary and banking services, serving facilities with an average daily population of not less than 3,000 inmates.

Contractor shall provide the following services:

2.1 Commissary Services

2.1.1 Contractor shall provide commissary services to inmates housed at the County facilities with delivery at least once a week to a centralized delivery point, according to the schedule supplied by MDCR. Contractor shall provide all supplies, labor and logistics necessary to satisfy schedule on time. Contractor shall keep an adequate inventory to satisfy demand and shall maintain inventory outside of MDCR's facilities. Contractor shall provide a sufficient variety of products in the following categories:

- Stationery and writing supplies to include greeting cards, pens, stamps and envelopes
- Bakery products
- Chips and Snacks
- Personal hygiene items and beauty aids
- Non-alcoholic juices and drinks
- Radio headsets and batteries
- Personal clothing and underwear
- Over the counter medications
- Recorded or published material of educational value

2.1.2 Contractor shall provide products of satisfactory quality, free from manufacturing defects. Quality and handling of products shall be in conformance with applicable Federal, State and Local laws, ordinances and regulations. Contractor shall submit samples of all products for approval and MDCR reserves the right to approve or reject products. Contractor may offer products labeled as irregular for sale at a reduced price after obtaining MDCR's approval. Contractor shall not allow inmates to purchase commissary against future deposits.

APPENDIX A

- 2.1.3 Contractor shall provide separate menus for diabetic, hypertension and inmates with special dietary needs. Contractor shall offer a variety of healthy items (e.g., products that are approved by and bear the American Heart Association's Heart Healthy label).
- 2.1.4 Contractor shall price items at or below Fair Market Value as defined by Section 951.23 of the Florida Statute and according to the Florida Jail Model Standards. Contractor shall conduct a market survey in stores located in close proximity to all of MDCR's detention facilities, and prices compared shall not include sales taxes. Once the survey has been completed and paid for by the Contractor, an executive summary report along with detailed information shall be provided to MDCR. Contractor shall review the entire menu and make appropriate price adjustments. Contractor may request an increase to the price of commissary items once per year for approval by MDCR. Any proposed pricing increase shall not exceed the latest issue of the Consumer Price Index (CPI) for all Urban Consumers under the City of Miami Group, for all Urban Consumers. All items as published by the U.S. Department of Labor, Bureau of Labor Statistics, and shall be subject to negotiations and approval by MDCR. Notwithstanding the foregoing, the commissary item prices may not exceed the fair market value for comparable products sold in the community as set forth in Section 951.23 of the Florida Statutes.
- 2.1.5 Contractor shall fill orders with a minimum ninety-nine percent (99%) accuracy in the aggregate on a weekly basis. Contractor shall package items for transport and delivery so that items arrive undamaged. Hygiene items must be separated (bag within a bag) from food items. All breakage, spoilage or shrinkage occurring before delivery to the designated MDCR facility shall be the responsibility of the Contractor. Contractor shall be penalized for failure to meet the minimum requirement herein. The costs associated with such failure shall be one percent (1%) of the monthly invoice for first occurrence, three percent (3%) for the second occurrence and ten percent (10%) for each occurrence thereafter during the term of the contract.
- 2.1.6 Contractor shall package each inmate's order individually in a clear plastic bag as previously approved by MDCR, with a three (3) part invoice form enclosed. MDCR's Commissary Unit shall retain one copy of the invoice form for its records, one copy shall be issued to the inmate and the third copy shall be returned to the Contractor after delivery of the order. The invoice shall provide the following information at minimum:
- Inmate's name, jail number, facility and cell location
 - Delivery date
 - Item description and quantity
 - Item price, sales tax and total cost
 - Inmate's account balance after the sale

APPENDIX A

The invoice shall have a space to record inmate's signature acknowledging receipt of items. Invoice shall also list any rejected items along with an explanation such as insufficient funds, unauthorized product, exceeded spending limit, exceeded quantity limit and exceeded category limit. The invoice shall also have a space to record out of stock items and note that the inmate's account has not been debited.

- 2.1.7 Contractor shall provide MDCR with item menus, scanable order forms and equipment to take inmate orders. Order forms shall include approved items, prices and authorization from inmate for item substitution. Contractor shall provide sufficient equipment to facilitate the processing of orders to include redundant system required to support emergency or contingency operations.
- 2.1.8 Contractor shall provide a cost effective and expeditious system for return of orders erroneously shipped or filled. Inmates must receive satisfaction (by redelivery or credit) by close of business next working day after return. If the redelivery is caused by Contractor's mistake, Contractor shall reimburse MDCR for the cost of redelivery.
- 2.1.9 Contractor shall handle all inmate complaints concerning commissary services in a cost effective and expeditious manner. Contractor shall provide weekly reports, electronically to MDCR of all complaints and resolutions.
- 2.1.10 Contractor shall provide a mechanism to communicate to the inmate population any new information such as changes in product, pricing, unavailability of a particular product, change in how to order a particular product or other changes as approved by MDCR in English, Spanish and Creole. This may include posters, flyers and/or announcements sent via all inmate commissary orders.
- 2.1.11 MDCR reserves the right to request delivery on holidays or to adapt the delivery schedule to accept delivery on alternate days to be arranged with the Contractor. MDCR observes the following holidays: New Year's Day, Dr. Martin Luther King's Birthday, President's Day, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve, Christmas Day, and New Year's Eve. MDCR shall advise the Contractor of alternate schedules for commissary orders due on those days, as applicable.
- 2.1.12 Contractor shall provide special holiday items at least thirty (30) days before the holiday and after approval by MDCR. Holidays requiring special sales are New Year's, Valentine's, Mother's and Father's Days, Thanksgiving and Christmas, as well as other religious or cultural holidays of significance to the inmate population. Holiday products (greeting cards and food items) shall reflect the religious and cultural diversity of the inmate population.
- 2.1.13 Contractor shall advise MDCR of new products, discontinued products and substitutions. Contractor shall obtain MDCR's approval for any changes in the list of products provided thirty (30) days prior to taking any action. MDCR shall not allow any product containing Trans Fats or products deemed unsafe or unsafely packaged (e.g., metal or glass packages). Contractor shall adapt to any future

APPENDIX A

regulations that may be enacted dealing with nutritional and health standards and eco-friendly packaging for inmate commissary.

- 2.1.14 Contractor shall calculate, collect and remit all Sales Tax due to the State of Florida Department of Revenue. 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. The County shall provide reasonable notice of any Sales Tax resolving such claim, provided that such claim is the result of the Contractor's non-payment, partial payment or late payment of Sales Tax due. Contractor shall upon request by the County, provide a letter from the Contractor's tax department confirming that all required Sales Tax has been paid, including the dates and amount of payments.
- 2.1.15 MDCR may require the Contractor to prepare and provide welcome hygiene packages for newly booked inmates. MDCR shall advise the Contractor on the contents of this package. If requested by MDCR, the Contractor shall invoice MDCR for the costs associated with any such packages on a monthly basis. Package price will be negotiated between the Contractor and MDCR. (Note: These items are not commissionable).
- 2.1.16 Contractor shall prepare packages for indigent inmates. Contractor shall identify indigent inmates and prepare these orders. A present criterion for indigent status is holding a balance of \$2.00 or less for thirty (30) consecutive days. MDCR shall advise the Contractor on the contents of this package. Contractor shall invoice MDCR for the costs associated of any such packages on a monthly basis. Package price shall be negotiated between the Contractor and MDCR. (Note: These items are not commissionable.)
- 2.1.17 Contractor shall reimburse MDCR any additional costs other than the initial delivery costs incurred by MDCR for delivery delays, plus a \$500 penalty each scheduled delivery time the Contractor is late in making a delivery.
- 2.1.18 Contractor shall offer at MDCR's request, point of sale services at places where visitors can directly order prepackaged kits for delivery to inmates. Sales realized will be commissionable and will count against inmate indigent status. Contractor shall not allow orders for, or delivery of, indigent kits to those inmates that have received pre-packaged kits purchased on their behalf by a visitor.
- 2.1.19 Contractor shall install, service and maintain vending machines in selected housing units using the highest standard of quality and care in the market. These machines must be constructed from materials that meet correctional facility security requirement. Contractor shall have staff dedicated to solve any issues regarding the operation of the vending machines. Contractor shall immediately process items sold in the vending machine and debit funds from the inmates' accounts. MDCR shall approve any and all items prior to stocking them in the machine. **Sales from the vending machines are commissionable.** Contractor shall be able to enable/disable each machine as scheduled by MDCR at each facility.

APPENDIX A

2.1.20 Contractor shall support the sale of any item that needs necessary equipment, e.g. microwaves for hot water items, by providing the item at no charge to the County.

2.1.21 Contractor shall comply with the Public Records Laws of the State of Florida, Chapter 119.0701 pursuant to Article 41, Public Records and Contracts for Services Performed on Behalf of Miami-Dade County, of the Contract. All records including, but not limited to, menus inclusive of prices, sales reports and invoices, Fair Market Value surveys, inmate banking services reports, data on indigent and welcome kits, provided by the Contractor and/or its Subcontractors for this Contract are subject to the Public Records Laws.

2.2 Personnel Background Checks

2.2.1 Contractor's personnel involved in any capacity shall be subject to a background check, including subcontractor's personnel. Contractor shall conduct background checks at its cost and shall provide the results to the County. The County reserves the right to perform additional checks before granting clearance for the Contractor's and any subcontractor's personnel. MDCR reserves the right to limit access to facilities. MDCR in its sole discretion will determine which individuals are granted clearance. Background checks shall include a review of the following:

- Driving records
- Criminal records
- Bankruptcy records
- Past employers' records
- Military records
- Drug test records
- Education records

2.2.2 Contractor's and subcontractor's employees involved in the project may be subject to any MDCR security procedures and shall receive MDCR's employee orientation and training as required by American Correctional Association (ACA) standards.

2.3 Automated Self-Service Solutions and Kiosks

2.3.1 Contractor shall include at no charge to the County, Self-Service Lobby Cashier device(s) in the lobby of each of the three (3) facilities to meet the demand for service, as determined by MDCR, which shall handle cash, credit, and debit card transactions. The device(s) must be integrated with the Contractor's own inmate banking software used on the project. Contractor, and not MDCR shall be responsible for the handling of cash, credit or debit transactions. Internet connection shall be provided and paid for by the Contractor. MDCR staff will reconcile all activities to inmate accounts against electronic money transfers received in the MDCR bank. All kiosks, lobby cashier devices, payment processing systems, system components and terminal servers shall be on an independent, non-County network.

2.3.2 Contractor shall provide housing unit kiosks at no charge [estimated that a minimum of forty-eight (48) and as many as ninety-six (96) will be required] that allow inmates to access their account history, place commissary orders,

APPENDIX A

appointment requests, on-line calendar, bulletin board information, phone account history, file grievances and any other information pertinent to the services being provided by the Contractor. The responses by MDCR staff shall be available electronically on these kiosks to inmates who filed grievances. Kiosks shall be accessible in multiple languages including English, Spanish and Creole. Any software offered by the Contractor shall interface with existing MDCR systems and must conform to the current conventions used by MDCR's Information Systems Unit (ISU) and the County's Information Technology Department (ITD).

- 2.3.3 Kiosks shall be made of approved materials and shall meet specification established and approved by MDCR. Kiosks shall be wall or floor mounted, locked, with no moving parts and equipped with industrial glass touch screen. Kiosks shall be made of non-breakable parts that cannot be fashioned into weapons. Kiosks should have tamper evident seals and/or door alarms to indicate if units have been tampered with or opened. Contractor's devices, applications and processing systems shall comply with the Payment Card Industry Data Security Standards (PCI DSS) throughout the term of the contract.
- 2.3.4 Kiosks shall be operational twenty-four (24) hours per day, except for routine service and maintenance.
- 2.3.5 Contractor shall perform all necessary service and maintenance of kiosks within a timely manner. A kiosk may not be out of service for more than twenty-four (24) hours. In the event that a kiosk will be out of service for more than twenty-four (24) hours, the Contractor shall provide a substitute kiosk or make alternative arrangements so that inmates will be able to place commissary orders at their normal schedule or check information that would normally be available on the kiosks.
- 2.3.6 Lobby kiosks located at each MDCR detention facility shall be in working order at all time to facilitate money deposits and withdrawals twenty-four (24) hours per day, seven (7) days per week. Kiosks for money withdrawals shall have the ability to dispense single dollar bills, five dollars bills and other denominations approved by MDCR. Each kiosk shall be equipped with security camera maintained and managed by the Contractor. MDCR's System Administrators shall have access to any and all records of the kiosks including any video footage captured during kiosk transactions. Contractor shall provide monthly activity reports to MDCR.

2.4 Automated Payment and Deposit Services

- 2.4.1 Contractor shall provide a system for automated payment and deposit options which shall be available to visitors at any of the facilities. The payment and deposit options shall be fully integrated with the Contractor's banking (accounting) software. Funds deposited during the day from all sources shall be electronically transferred nightly to Inmate Trust Fund Account and deposited directly to individual inmate accounts. Deposits shall be added to General Ledger and Bank Reconciliation file. Contractor shall submit its PCI DSS Attestation of Compliance (AOC) to MDCR annually.

APPENDIX A

- 2.4.2 Minimum options for deposits shall include online, phone, and in-person by use of a kiosk. Contractor shall accept major credit cards, debit cards and cash without liability to the County. Contractor shall resolve any credit card disputes and compensate the County for any losses the County may incur as a result of disputed payments.
- 2.4.3 It is the policy of MDCR to provide a cashless system. Contractor shall install intake kiosks at no cost to the County to allow for U.S. bills and coins to be deposited in inmates' accounts at booking after obtaining the jail number. The system shall provide two (2) receipts and the funds must be available immediately in the inmates' accounts. **(Note: This service is not commissionable as no fees shall be charged by the Contractor).**
- 2.4.4 Contractor's system shall allow for funds to be deposited to an inmate's trust fund account to support the purchase of telephone services and tablet based multimedia or educational content.
- 2.4.5 Contractor's system shall allow deposits for cash bond payments at the lobby kiosks via a touch screen menu and shall be automated to accept cash bond via internet, telephone and/or debit/credit cards. Contractor may elect to accept transactions or subcontract the function with a provider of this service. Subcontractor(s) shall be subject to approval by the County.
- 2.4.6 Contractor may assess a transaction fee for depositing and withdrawing money. These fees must first be approved by MDCR. Fees collected from these transactions which include commissary purchases, cash bond, debit and credit cards issued to inmate(s) at release, inmate money deposits other than at intake shall be treated as sales and are commissionable. County reserves the right to add any other category to this list as deemed in its best interest.

2.5 Computer System Requirements

Contractor shall provide, operate and maintain the computer system (the "System"), including the hardware and software, and the kiosk system necessary to provide these services. Changes or deviations from the hardware and software listed below must be submitted for approval to MDCR's ISU.

2.5.1 Operating System

The following are the preferred operating systems:

- Windows Server 16 Datacenter
- Windows 10 Enterprise edition
- AIX 6.1 or greater
- Z/Linux SUSE Enterprise server 12
- Red Hat Linux 7 or greater
- VMware: ESXi 6.0 U2 with V Motion technology enabled using fiber only technology
- Oracle Linux
- Mainframe

APPENDIX A

2.5.2 Database

The following are the preferred operating databases:

- Oracle Enterprise Edition Release 12.1.0.2 Grid Certified System (Enterprise Solution)
- MSSQL 2014 Enterprise 64 bit
- IBM DB2 UDB Versions 10.5 or greater

2.5.3 Hardware

Contractor shall provide MDCR with the hardware necessary at no charge to the County. The following are the preferred servers:

- IBM A Series mainframe
- HP model servers with Integrated Lights Out (ILO)
- HP blade server with VIO option
- HP servers with VMware virtualization software
- HP Proliant multiple core servers

At the termination of the contract, any equipment that the Contractor installed at an MDCR facility shall become property owned by the County and remain on site, except for the Fund Disbursement/Intake Devices, which the Contractor shall remove within thirty (30) days of termination of this contract.

2.5.4 Network

The following are the network requirements:

- Network shall run in updated Windows Server 2016.
- All machines and users shall be registered with miamidade.gov active directory.
- Contractor installed anti-virus provided by the County, presently Trend Micro.
- Contractor will coordinate and receive approval from MDCR's ISU for all hardware and software installations.

For additional information, refer to Appendix C - Procedures for the Protection of the County's Protected Data.

2.6 Security Features

2.6.1 System shall limit access to approved Miami-Dade users who are members of Miami-Dade County's network.

2.6.2 System shall require a password containing a minimum of eight (8) characters and using a combination of both Alpha and numerical characteristics.

2.6.3 Passwords shall expire after ninety (90) days. Contractor shall deactivate inactive users after sixty (60) days.

APPENDIX A

- 2.6.4 The County's designated Administrator shall have the ability to limit users to certain transactions and terminal locations.
- 2.6.5 The County's designated Administrator shall have the ability to limit transactions by physical location.
- 2.6.6 System shall terminate sessions after ten (10) minutes of inactivity and require user to log in again.
- 2.6.7 County and Contractor will work together to develop a mutually agreed upon solution to provide biometric identification of users, at no additional cost to the County, and shall be fully operational sixty (60) days from the date of contract commencement.

Note: For a complete listing of security features, refer to Appendix D - Guidelines on Password Construction. Where conflicts exist, the language in Appendix D - Guidelines on Password Construction shall prevail.

2.7 Software Requirements

- 2.7.1 Contractor's System for this project shall be able to communicate with the Criminal Justice Information System (CJIS) via protocol approved and supported by ITD. The System shall receive data from CJIS in a continuous real-time one way basis. Information received shall include name, race, sex, date of birth, jail number, Criminal Identification Number (CIN), old jail number(s), Country of Origin, booking date and time, cell location, cell changes, and release date and time. Information retrieved must be stored encrypted at a minimum to be compliant with Federal Information Processing Standard (FIPS) 140-2. Contractor shall supply its FIPS certification to MDCR annually.

The interfaces supported by the CJIS are:

- Web services with XML output
 - Booking interface: Web services with WML only
 - Housing Update: Secured File Transfer Protocol (SFTP) batch files to a Web-enabled or network SFTP server. These files can be delimited or fixed column.
- 2.7.2 The software and hardware shall be supported by the Contractor's employees or its subcontractor's employees. Contractor shall ensure that its technical support personnel perform both state and national personal background checks as a requirement for employment. Contractor's personnel must pass MDCR's background check prior to providing services at any of MDCR's department offices and detention facilities.
- 2.7.3 County performs system and application vulnerability scans using industry standards, and requires that all systems participate in automated software vulnerability patching [currently System Control Configuration Management

APPENDIX A

(SCCM)]. In the event that the Contractor's System is detected as having a vulnerability, the Contractor shall remediate the vulnerability within fifteen (15) days but shall not exceed thirty (30) days. Contractor shall update the application software to address detected vulnerability at no cost to the County. Contractor's System must be maintained at all times with a current supported version of the operating system.

- 2.7.4 Contractor shall provide training to MDCR at contract commencement at the detention facilities including but not limited to user seminars, one-on-one hands on training, audiovisual and online tutorial training on all shifts. At contract commencement, a team of five (5) technicians who are highly familiar with the system shall be on site at least ninety (90) days, inclusive of two (2) on site technicians who must be permanently assigned to MDCR.
- 2.7.5 Access to the database shall be approved by MDCR and shall be limited to the Contractor's successfully approved background checked support personnel. Contractor and any subcontractor working on the project shall execute a confidentiality agreement with MDCR.
- 2.7.6 Contractor shall provide a complete implementation plan for MDCR's approval. The implementation plan shall include schedule for delivery and installation of hardware and software. Deadline for implementation shall not extend beyond ninety (90) days from the contract commencement date.
- 2.7.7 Contractor shall provide a complete conversion plan from current accounting database and application. The conversion plan shall include a testing plan. Contractor shall run parallel or partial parallel testing using its installed equipment. The County anticipates a 90-180 day transition period in which it may be necessary to run the Contractor's system alongside the current system.
- 2.7.8 Contractor shall provide complete data backup capabilities to include on-site and off-site backups.
- 2.7.9 Contractor's System shall be redundant to minimize downtime.
- 2.7.10 Contractor's System shall restrict Commissary sales based upon medical needs, security needs, religious requirements or inmate disciplinary reasons.
- 2.7.11 Contractor's System shall allow both MDCR and the inmates to check on the status of any complaints.
- 2.7.12 At least twice a year, the Contractor shall provide a report to MDCR advising of any new trends and technological enhancements in the industry.
- 2.7.13 Contractor shall provide documentation from a physical and logical network design indicating all components, services, telecommunication, data flows and credit card processing flows for the proposed solution.

APPENDIX A**2.8 Software Inmate Accounting (Banking) Functionality**

- 2.8.1 Contractor shall own the rights to all installed software and also own licenses allowing installing, supporting and modifying the software.
- 2.8.2 The software shall provide an accurate banking system to keep live accurate track of each individual inmate's financial balance and transactions. Transactions shall include but not be limited to:
- Funds collected at time of booking
 - Funds collected at booking shall satisfy inmates' debt up to seven (7) years
 - Deposits received
 - Deposits from earnings outside (e.g., Payroll checks) and earnings while incarcerated (e.g., Inmate Payroll)
 - Commissary refunds
 - Fees assessed by facility and charges incurred (e.g., subsistence fees, medical services, commissary charges)
 - Charges assessed by the courts
 - Releases authorized by inmate
 - Payment of cash bonds
 - Final release of funds to inmate upon inmate release and release of inmate property
 - Acceptance of inmate property
 - Indigent commissary
- 2.8.3 Contractor's System shall monitor inmate accounts to detect unusual activities and provide email or other alerts to MDCR when inmate accounts exceed a certain balance or when large electronic fund transfer deposits are received from multiple locations or on an unusual schedule that suggests potential money laundering.
- 2.8.4 Contractor's System shall allow MDCR personnel to purge uncollected fees from inactive inmate accounts. In October of each year, the system shall summarize amounts outstanding in excess of seven (7) years and remove such amounts from the trial balance. A listing of the purged amounts shall be archived in the system for future reference.
- 2.8.5 Contractor's System shall allow MDCR personnel to apply holds and freeze accounts.
- 2.8.6 Contractor's System shall be able to transfer accounts from and to other facilities in other jurisdictions.
- 2.8.7 Contractor's System shall identify accounts based on CIN number and link/unlink those accounts. Identification shall occur within forty-eight (48) hours of booking.

APPENDIX A

- 2.8.8 Contractor's System shall support more than forty (40) concurrent users, not including kiosks.
- 2.8.9 Contractor's System shall perform all transactions live, online and provide a paperless audit trail. MDCR's users shall have the ability to obtain hard copies of all reports and transactions.
- 2.8.10 Contractor's System shall provide a complete General Ledger Accounting with automatic dual entry. The System shall allow MDCR to run a Trial Balance, General Ledger reports, Ledger Accounts reports and individual inmate's reports at any time for any specified date requested. Dual entry posting shall be automatic; System shall reject transactions not posting a debit and a credit. **General Ledger shall always be in balance.**
- 2.8.11 Contractor's System shall allow the users to make closing of period adjustments (monthly and yearly).
- 2.8.12 Contractor's System shall allow users to track several bank accounts (at least 3), and shall also offer a bank reconciliation module. System shall allow users to reconcile bank accounts monthly or at any desired time during the month.
- 2.8.13 Contractor's System shall provide automatic printing of Release Media (MICR check writing and money order or debit card) and a positive pay module compatible with software used by the County's chosen bank. System shall perform multiple releases in one check when inmates are transferred to other facilities in other jurisdictions.
- 2.8.14 Contractor's System shall accept and read scanned forms for entry of commissary sales. Contractor shall provide and maintain scanners needed for this function. System shall also accept scanned entries for medical charges and other fees assessed by the County.
- 2.8.15 Contractor's System shall not charge inmates for "out of stock items". Contractor shall keep track of inventory to avoid fictitious sales and generating unnecessary extra work.
- 2.8.16 Contractor's System shall provide a cash drawer balancing system for all cash transactions, including intake and release windows at the Property Room, Finance Office and Release Desk. Contractor shall provide at least four (4) cash boxes to accept bills and coins in intake locations to improve accuracy and security of cash handling.
- 2.8.17 Contractor's System shall allow users to readily request reports from information contained in the database, including demographic data.
- 2.8.18 Contractor's System shall identify inactive accounts and segregate them. Contractor shall prepare a yearly report to the State of Florida to comply with Abandoned Funds Laws.

APPENDIX A

- 2.8.19 Contractor's System shall identify uncollected inactive accounts in excess of a specified number of years and segregate them for purging.
- 2.8.20 Contractor shall prepare a yearly report of the amount to be purged. Such amounts shall be removed from the trial balance and archived in a folder within the System for future reference. The amount maintained in the folder shall not be commingled with any other accounts in the System.
- 2.8.21 Contractor's System shall keep accounts and run financial reports based on different segments with special Accounting needs {e.g., Alternative to Incarceration Program (AIP) needs a system to calculate fees, Jail Industries needs inmate payroll capabilities; neither one of these segments are subject to subsistence fees}.
- 2.8.22 Contractor's System, in conjunction with CJIS shall classify inmates according to security and health criteria established by the County and restrict commissary item sales according to that criterion.
- 2.8.23 Contractor's System shall allow overwrites to booking information and correction of errors by MDCR's Supervisors in the Finance Department and Property Rooms.
- 2.8.24 Contractor's System shall allow collecting and storing inmate signatures for future identification and verification of transactions.
- 2.8.25 Contractor's System shall allow internal transfers between Miami-Dade County's general ledger accounts by authorized personnel only.
- 2.8.26 Contractor's System shall keep separate track of the accounting for prepackaged items sold to inmates and regular commissary orders. Add backs (refunds for these categories) shall also be segregated.
- 2.8.27 Contractor's System should allow for biometric identification of inmates, not inclusive of the Fund Disbursement/Intake Devices, as indicated in Section 2.2.6.7 implemented at the discretion of MDCR.
- 2.8.28 Contractor shall provide two (2) on-site technicians with extensive knowledge of the hardware and software to service the County, and be on call to support the operation twenty-four (24) hours a day, seven (7) days a week. Technicians shall respond within thirty (30) minutes and resolve the problem within two (2) hours. If the problem is not resolvable within two (2) hours, the technicians shall provide a work plan and schedule acceptable to MDCR for resolving any outstanding issues. Both technicians must be familiar with all aspects of the operating system. At least one (1) of the technicians shall be certified as an A+, Security+, Network+ or current level of Microsoft Certified Professional Systems Engineer (MCSE) or Microsoft Certified Solutions Associate (MCSA).
- 2.8.29 Primary problem reporting will be made through the Contractor's onsite technical support staff. In the event that the onsite technical support staff is unavailable,

APPENDIX A

MDCR will contact the Contractor at the pre-agreed help desk number to open a ticket for resolution of problem(s). Contractor shall provide an alternate telephone number in the event that MDCR needs to escalate any outstanding technical issues.

- 2.8.30 Contractor shall provide virtual computing to eliminate downtime and recover quickly from unplanned outages with the ability to securely backup and migrate entire virtual environments with no interruption in service. Contractor shall deploy, manage and monitor secure desktop environments that end users can access locally or remotely, with or without a network connection, on almost any standard desktop, laptop or tablet PC.
- 2.8.31 County shall provide secured remote access including multi-functioned authentication to Contractor's authorized support personnel on an as needed basis. Remote access will be disabled by default.
- 2.8.32 Contractor's System shall establish an account earmarked for payment of cash bonds. Authorized personnel from MDCR shall be able to transfer funds within the Contractor's System to and from inmate accounts.
- 2.8.33 Contractor's System shall establish a third account earmarked for payment of initial fee and daily supervision fee for the AIP. Authorized personnel from MDCR shall be able to transfer funds to and from the regular inmate commissary account and the AIP account. This program requires numerous financial reports that must be downloaded daily, weekly, monthly and on-demand.
- 2.8.34 Contractor's System shall establish additional accounts as needed to support MDCR's programs. Authorized personnel from MDCR shall be able to transfer funds to and from inmate regular and other Departments' accounts.
- 2.8.35 MDCR shall be able to view any invoice electronically and print a copy.

2.9 Property Module

- 2.9.1 Contractor shall provide a Property Module to keep an accurate inventory of inmate property left with the Property Clerk. This module shall provide for online inquiries to include complete history report by location, dates and individual inmates.
- 2.9.2 Module shall record all inmate property at time of booking, secondary intake, deletions and additions.
- 2.9.3 Module shall make provisions to itemize inmate property at time of release or through other authorization.
- 2.9.4 Module shall interface with mug shot system to keep pictures of inmates and inventory of their property. This function shall be at no additional cost to the

APPENDIX A

County, and shall be fully operational within sixty (60) days from the date of contract commencement.

- 2.9.5 Module shall identify items by property categories including but, not limited to clothing, documents, accessories, jewelry, coins and miscellaneous items.
- 2.9.6 Module shall identify the following items:
- Storage locations as determined by MDCR
 - Employee performing transactions
 - Individual bringing additional property or monies
 - Person receiving property
 - Abandoned property
- 2.9.7 Module shall have purging capability and shall segregate valuable property such as jewelry and electronics.

2.10 Additional Modules

- 2.10.1 Contractor shall provide an Inmate Payroll Module, with automatic posting to inmate accounts after user enters hours worked by inmate and authorized hourly rate.
- 2.10.2 Contractor shall provide an AIP (House Arrest and Boot Camp) Accounting Module, keeping track of monies deposited for that purpose and allowing transfer back and forth from the main inmate bank account. Module shall calculate amounts due by inmate based on inputted rates, court ordered fees and shall track the status of collections.
- 2.10.3 Contractor shall provide a Cash Bond Module to accept payment and perform automatic transfers from Inmate Commissary accounts. Module shall keep track of bond deposits and disbursements, and cash bond escrow accounts. Contractor shall support self-bond program as specified by MDCR for inmates to use credit/debit cards in their possession during booking.
- 2.10.4 Contractor shall provide a Subsistence and Processing Fees (pay per stay) Module with automated entry and the ability to keep track of receivables owed to MDCR by inmates. Module shall allow users to charge inmates owing monies to the County a percentage of received deposits. The County shall determine the percentage used and may change the percentage as desired. The County shall also establish criteria for prioritizing the allocation of funds collected and allow exceptions to charges according to criteria established by the County. The Subsistence and Processing Fees Module shall process subsistence fees collection daily. Module shall also allow for multiple types of collections with different collection schedules.
- 2.10.5 Contractor shall provide an Indigent Module to properly identify indigent inmates and assign indigent packs according to criteria provided by the County.

APPENDIX A

2.10.6 System shall provide a Medical Fees Module for automatic input of medical fees, preferably scanning. Module shall be flexible to include future charges for services to inmates.

2.10.7 Contractor shall have the ability to void any fees collected from inmates by type of fee and/or range of date in a single transaction.

2.11 Reporting Requirements

2.11.1 Contractor shall provide several reports to MDCR which shall be delivered electronically in order to provide a paperless environment. These reports shall be available monthly, quarterly, yearly and on demand. The reports shall include but are not limited to:

- Commissary sales by inmate, facility, locations, product categories and lines, and any other criteria captured in the Inmate Banking System and Commissary Modules
- Complaint and resolution summary by inmate and location
- Medical fee collections
- Subsistence fee collections
- Inmate payroll
- Inmate property activity
- Bank transactions
- Detailed general ledger
- Abandoned property and abandoned funds
- Web based reports: inmate account history, inmate property history and general ledger
- Invoices for welcome hygiene packages and indigent inmate packages

2.11.2 Contractor's System shall provide the functionality to generate custom and ad hoc inquiries.

2.12 Annual Audit

2.12.1 Pursuant to Florida State Statute 951.23, MDCR will have an annual audit conducted of the Contractor's fiscal management of sales and commission reports, and inmate order histories related to the services being provided. Contractor shall pay the costs of a third party conducted audit as well as the costs to bring the Contractor's services and management of the commissary into compliance with the recommendations of the audit. MDCR shall select the auditor(s) of its choice. The cost will be estimated and provided to the Contractor in advance. The audit will also include testing of commissary prices to ensure they do not exceed the fair market value for comparable products sold in the communities where the detention facilities are located.

APPENDIX A

2.13 Web Based Applications

2.13.1 The County reserves the right to request from the Contractor updates to services and technology as they become available and become the standard for the industry (e.g., web based applications). A web based application shall be implemented by the Contractor at no cost to the County, and be fully operational within four (4) years of the date of contract commencement. Contractor shall report to MDCR, new trends and technological enhancements at least twice per year.

2.14 Additional Equipment/Services

The following "Additional Equipment/Services" are at the County's sole discretion.

2.14.1 Contractor shall provide additional inmate kiosks if required by MDCR for commissary entries, inquiries and banking services at any new facility or an existing facility remodeled that will alter the location of inmates. Contractor shall provide and install additional inmate kiosks at existing facilities or at new or remodeled facilities, if required by MDCR at no additional cost.

2.14.2 The County reserves the right to request from the Contractor, enhancements or modifications to the System's Software. No enhancements or modifications should be performed by the Contractor unless preapproved and scheduled by MDCR. Contractor shall provide a test system capable of validating enhancements or modifications prior to deployment on the production system. County shall not be responsible for any costs thereof, even if the County requests such enhancements or modifications.

2.15 Optional Services

The following "Optional Services" are services that the County may request from the Contractor. MDCR may elect to have the Contractor deliver the orders directly to each inmate's cell. Contractor shall provide a detailed plan for providing these services within thirty (30) days from request from the County. Said plan shall include, but is not limited to the following services:

2.15.1 Transportation of delivery totes to the housing locations.

2.15.2 Delivery of orders to the inmates and collection of scan order forms from facilities without kiosks.

2.15.3 Providing inmates with a copy of the order received and referencing in the Delivery Log any damaged or missing items that need to be replaced.

2.15.4 Submittal of original signed invoices to MDCR on a weekly basis, organized by housing location.

APPENDIX A**2.16 Staff Self-Service Supermarket Program**

Staff self-service supermarket program means provision of a micro-market or retail store with fresh and healthy breakfast, lunch, dinner and snack options (food items) at each MDCR facility. Staff will purchase food items from the self-service supermarket, twenty-four (24) hours per day, seven (7) days per week, and pay for them using self-service kiosks provided and maintained by the Contractor.

- 2.16.1 Contractor shall stock the staff self-service supermarket with breakfast, lunch, dinner and snack options at each MDCR facility and any new facilities.
- 2.16.2 MDCR shall approve all menu and snack items prior to the Contractor stocking them in the staff self-service supermarkets. Additionally, all pricing and future changes must be approved by MDCR.
- 2.16.3 Thirty (30) days prior to the effective date of this contract, the Contractor shall make an electronic survey available via MDCR's Training Bureau for staff to participate in the selection of menus and snack options to be made available in the staff self-service supermarket.
- 2.16.4 County shall provide a designated area at each MDCR facility for the self-service supermarket at no cost to the Contractor. Contractor shall retrofit such area according to need for the staff self-service supermarket, and in accordance to the relevant County, State and Federal regulations. All costs related to retrofitting, remodeling, permitting, inspecting, maintaining, internet connections, safety and security of the area shall be the responsibility of the Contractor. Contractor shall present all engineering design to the County, and the County shall review and approve such design prior to Contractor commencing renovation(s). County reserves the rights to reject or accept any engineering design, plan or blueprint related to retrofitting and/or remodeling the area for the self-service supermarket. Except as otherwise provided in this contract, all fixtures and equipment necessary to set-up the staff self-service supermarket shall be provided at the Contractor's sole cost.
- 2.16.5 Fixtures and equipment installed to the building area by the Contractor shall immediately become County property and shall not be removed unless approved in writing by the County. County reserves the right to inspect fixtures, equipment and food items at any time without notice to the Contractor. It shall be the responsibility of the Contractor to clean, disinfect, maintain, repair and replace, any and all items related to the staff self-service supermarket including but not limited to all shelved food items, heated/cooled holding cabinets, coffeemakers, juice dispensers, mixers, salad items, ovens, microwaves, broilers, shelving units, hot dog, coolers, walk-in coolers and freezers in accordance with the preventive maintenance plan agreed between the County and the Contractor.

APPENDIX A

- 2.16.6 County shall clean the general flooring area of the staff self-service supermarket, and will only be responsible for the costs of plumbing and electrical repairs to the building walls, ceiling and flooring in the areas designated for the staff self-service supermarket.
- 2.16.7 Contractor shall provide and pay for internet connection including transportation and logistics needed to maintain, manage the staff self-service supermarket. Contractor shall provide hardware and software, and kiosk system necessary to operate the staff self-service supermarket. However, this must be coordinated with the County's Administrator, MDCR's ISU and the County's ITD. Contractor shall hold the County harmless for any breach of network security, internet and food loss due to employee pilferage or uncontrollable natural forces in operation
- 2.16.8 Contractor shall work with MDCR to provide at least seventy-two (72) hours of food items for purchase during and after a hurricane emergency. Contractor shall agree to make available a number of food items for staff at MDCR's request. It is the intent of both MDCR and the Contractor to comply with the Federal Emergency Management Administration's rules and regulations which would apply to this contract. Contractor understands and agrees to make available all purchase records to MDCR, seven (7) days after a hurricane emergency.
- 2.16.9 Contractor shall not allow the County to be subject to any liens or encumbrances as a result of the acts or omissions of the Contractor, and any of its officers, directors, employees, agents, servants or vendors.
- 2.16.10 At the termination of the contract, Contractor shall remove all of its property forthwith, and shall restore the staff self-service supermarket areas to their original condition, reasonable wear and tear expected. Removal of the Contractor's property and restoration of the self-service supermarket areas shall be at the sole cost and expense of the Contractor. Any property of the Contractor not removed as stated herein will be removed by the County to County storage at the cost of the Contractor. Failure on the part of the Contractor to claim its property within thirty (30) days from the date of termination shall constitute a gratuitous transfer of title to the County, for whatever disposition is deemed in the best interest of the County, without prejudice to the County's right to recover any costs incurred with the removal of the Contractor's property and restoration of the area as stated herein. The County reserves the right to withhold all payments due to the Contractor, and recover such costs from these payments.

2.17 Commission Structure

- 2.17.1 In exchange for the right to provide the services herein, Contractor shall provide commissions to the County on the following:
- a. Commissionable inmate commissary items
 - b. Commissionable banking transactions
 - c. All sales generated under the staff self-service supermarket program

APPENDIX A

- 2.17.2 Detailed revenue and commission reports for all revenue sources shall be provided to MDCR on or before the fifth (5th) day following the end of each month.
- 2.17.3 Commissions shall be paid on a monthly basis pursuant to Article 9, Method and Times of Payment of the Contract.
- 2.17.4 Invoices for billables shall be submitted and payments will be made pursuant to Article 9, Method and Times of Payment of the Contract.

APPENDIX B

PRICE SCHEDULE

THE FOLLOWING RATES (SECTIONS A, B, C, D, AND E) ARE FOR THE INITIAL CONTRACT TERM (5 YEARS) AND FOR THE OPTION-TO-RENEW TERM (5 YEARS).

A. COMMISSION RATE FOR INMATE COMMISSARY SERVICES

Contractor shall provide the inmate commissary services described in Appendix A, Scope of Services (except for the Optional Services described in Appendix A, Section 2.15 and the Staff Self-Service Supermarket Program described in Appendix A, Section 2.16), and shall pay to the County, on all commissionable sales, the following commission rate:

A. Inmate Commissary Services Commission Rate: Fifty Percent (50%)

B. COMMISSION RATE FOR INMATE COMMISSARY SERVICES FOR OPTIONAL SERVICES

At the County's sole discretion, if the County desires to request the Optional Services as described in Appendix A, Section 2.15, Optional Services), the Contractor shall pay to the County, on all commissionable sales, the following commission rates:

B.1 Optional Services Commission Rate: Forty-Seven Percent (47%)

B.2 Commission Rate for Option to Add Grab Bag Program: Forty-Nine Percent (49%)

C. COMMISSION RATE FOR INMATE BANKING SERVICES

Contractor shall provide the inmate banking services described in Appendix A, Scope of Services, and shall pay to the County, the following commission rate:

C. Banking Services Commission Rate: Eight Percent (8%)

D. COMMISSION RATE FOR STAFF SELF-SERVICE SUPERMARKET

Contractor shall provide the staff self-service supermarket program described in Section 2.16 of Appendix A, Scope of Services, and shall pay to the County, the following commission rate:

D. Staff Self-Service Supermarket Commission Rate: Fifteen Percent (15%)

APPENDIX B

E. PRICING FOR BILLABLES (WELCOME AND INDIGENT KITS)

- Kit A shall consist at a minimum of the following items:

<u>Description</u>	<u>Quantity</u>
• Security Tooth Brush	1
• 1.5 Ounce Roll-on Deodorant	1
• 0.6 Ounce Toothpaste	1
• 5" Flexible Comb	1
• Stamped Envelope	1
• Sheets of 8.5" X 11" Paper	4
• Golf Pencil	1

Total Price for Kit A: **\$1.68 per kit** (price includes kit contents, labor, and bag)

- Kit B shall consist at a minimum of the following items:

<u>Description</u>	<u>Quantity</u>
• Security Tooth Brush	1
• 1.5 Ounce Roll-on Deodorant	1
• 0.6 Ounce Toothpaste	1
• Stamped Envelope	1
• Sheets of 8.5" X 11" Paper	8
• Golf Pencil	1

Total Price for Kit B: **\$1.68 per kit** (price includes kit contents, labor, and bag)

F. EQUIPMENT AND TECHNOLOGY RESERVE FUND

In consideration of the rights granted to the Contractor by County pursuant to Article 4, Nature of the Agreement, the Contractor shall provide to the County a reserve fund totaling Seventy-Two Thousand Dollars (\$72,000), which the Contractor shall use towards the purchase, at the County's sole discretion, of equipment and technology related services at the Detention Facilities listed in

APPENDIX B

Appendix A, Scope of Services (the "Reserve"). The Reserve is a one-time payment that shall be provided by the Contractor to the County upon execution of the Contract.

Unless otherwise agreed to in writing by the parties, the Reserve shall be spent in its entirety within the term of the Contract.

F. Reserve Fund: Seventy-Two Thousand Dollars (\$72,000)

RESERVE FUND

In the event this Agreement is terminated for convenience by the County prior to the expiration date of the Contract, the County agrees to forfeit any unused portion of the Reserve Fund.

Notes:

1. Commission rates and billables shall be firm and fixed for the term of the Contract including commission rates and billables proposed for any option or extension periods. The rates are not contingent on any assumptions, minimum inmate population, or proposed restrictions. Any extensions pursuant to Article 5 of the Agreement will be at the then current rates.
2. Except for the billables, compensation for provision of the services shall be derived from revenues generated with no additional cost to the County.
3. Contractor's prices must include out-of-pocket expenses, including but not limited to materials, employee travel, per diem, and miscellaneous costs and fees, as such expenses shall not be reimbursed separately by the County or deducted from commissions to the County.
4. The kits in the Contractor Price Schedule are recommended compositions. Contractor may provide additional compositions for consideration by the County.
5. Proposed rates and billables indicated above are subject to further negotiation by the County with the Selected Contractor, at the County's sole discretion.

APPENDIX C
PROCEDURES FOR THE PROTECTION OF
MIAMI-DADE COUNTY ("COUNTY") PROTECTED DATA

These Data Protection Procedures ("Procedures") set forth the security protocols that County and Service Provider will follow with respect to maintaining the security and privacy of County Protected Data in connection with the applicable services agreement in place between the Parties ("Agreement").

1. General

These Procedures shall include all attachments referenced herein (each an "**Attachment**"). In the event of a conflict or inconsistency between the terms of the Contract (including any applicable **[Work Order/Statement of Work]**) and the terms of the Procedures, the Contract shall govern. In the event of a conflict or inconsistency between the terms of these Procedures with the terms of any Attachments to these Procedures, the terms of the Procedures shall govern. Capitalized terms used herein, but not defined shall have the meanings ascribed to them in the Agreement. **County Protected Data** includes Personally Identifiable Information (PII) such as payment card and bank account information, Social Security Numbers, demographic information, financial information, health and medical records, MDC personnel or vendor evaluations, electronic signature data, attorney-client privileged communications, criminal background investigations, civil investigative data, counselor's notes, etc.

2. Security Policy

Service Provider will maintain globally applicable policies, standards, and procedures intended to protect Service Provider and County data. Such policies include, but are not limited to:

- System Security
- Security of Information and Acceptable Use of Systems
- Confidentiality
- Data Privacy
- Data Management

Service Provider will provide summaries of these policies upon County's request.

3. Global Access

Service Provider may access County Protected Data from anywhere within Service Provider's Global Delivery Network, unless otherwise mutually agreed by the Parties. The County's Protected Data should be maintained within CONUS (Continental United States) datacenters or, at a minimum, under U.S. jurisdiction.

APPENDIX C

4. Organizing Information Security

4.1. Accountability

The following executives from the County and Service Provider shall be responsible for confirming the implementation of and ongoing compliance with these Procedures. Any notices under these Procedures or the Contract regarding County Protected Data obligations of each party should be as follows: communications regarding the day-to-day obligations should be communicated in writing via e-mail or other written notice to each of the Data Protection Executives and communications regarding any changes to the terms of these Procedures (including any Attachments) or the terms of County Protected Data obligations under the Contract should be directed as required under the notice provisions of the Contract with copies provided to the Data Protection Executives.

- County Data Protection Executive:

Chief Information Security Officer
Miami Dade County
Information Technology Department
5680 SW 87 Ave
Miami, FL 33173
Lars.schmekel@miamidade.gov
305-596-8779

- Service Provider Data Protection Executive: [TITLE AND CONTACT INFORMATION]

The Data Protection Executives will jointly review these Procedures at a minimum on an annual basis to identify if any changes are necessary. County will remain responsible for County-controlled systems. Each party will be responsible for complying with each Safeguard designated as its responsibility in the below table, as the Safeguard relates to a party's employees, subcontractors, and owned-equipment, in its control and used to perform their respective obligations under each Statement of Work. Each party will promptly notify the other party of any suggested changes to the application of agreed upon Procedures or other general concerns about potential gaps in the information security environment.

Any material changes to these Procedures must go through the change control procedures as set forth in the Contract.

APPENDIX C

Control		Responsible Parties	
		Service Provider	County
5.0	Asset Management		
5.1	Acceptable Use of Assets		
5.1.1	Comply with any written County-provided guidelines for use of County-provided devices that may be used to access County Protected Data.	X	
5.2	Information Classification		
5.2.1	For each covered statement of work, the County shall appropriately inform Service Provider of the types of County Protected Data that Service Provider will process. County will notify Service Provider, in writing, when County Protected Data is being provided and label it clearly and appropriately.		X
6.0	Human Resources Security		
6.1	Training		
6.1.1	Require all Service Provider project personnel to complete standard Service Provider and any County provided data protection training.	X	
6.1.2	Require all County project team to complete training within the first 30 days of the start of the project or the individual's start on the project on the Procedures herein.		X
7.0	Physical and Environmental Security		
7.1	Physical Security		
7.1.1	Implement physical security controls per location security standard where County Protected Data is being Processed.	X	X
7.1.2	All personnel shall be registered and required to carry appropriate identification badges.	X	X
8.0	Communications and Operations Management		
8.1	Network Security Management		
8.1.1	Maintain Access Control Lists (ACLs) for network devices.	X	X

APPENDIX C

8.1.2	Network traffic shall pass through firewalls that are monitored and protected by intrusion detection/prevention systems that allow traffic flowing through the firewalls to be logged.	X	X
8.1.3	Access to network devices for administration shall require a minimum of 128 bit encryption.	X	X
8.1.4	Anti-spoofing filters shall be enabled.	X	X
8.1.5	Network, application, and server authentication passwords will meet each party's complexity guidelines.	X	X
8.1.6	To the extent possible, the County will disable non-County email access from County-provided devices that access County Protected Data.		X
8.1.7	Enable Transport Layer Security (TLS) between the County and Service Provider email domains.	X	X
8.2	Virtual Private Networks ("VPN"). When remote connectivity to the Service Provider network is required for Processing of County Protected Data and site to site VPN has been agreed upon, both parties shall deploy VPN servers with the following or similar capabilities:		
8.2.1	Connections will be encrypted using a minimum of 128 bit encryption.	X	X
8.2.2	County connections to the Service Provider Service Locations will only be established using the Service Provider VPN servers.	X	X
8.2.3	Split tunneling shall be disabled.	X	X
8.2.4	Require the use of two-factor authentication.	X	X
8.3	Media Handling		
8.3.1	When transferring County Protected Data:		
8.3.2	Implement a minimum of 128 bit encryption of data unless restricted by local regulations or agreed to by both Parties.	X	X
8.3.3	Use of portable media to transfer County Protected Data should be avoided if possible. When necessary, transfers of data on recordable or portable media must be encrypted at all times while in transit, with encryption keys transported or transmitted separately; and all County Protected Data transmitted between the Parties will be conveyed using a secured and encrypted storage device or file transfer mechanism as agreed by the Data Protection Executives. A minimum of 128 bit encryption is required. Intercompany email should be avoided if at all possible.	X	X
8.3.4	Data Protection Executives, will ensure that protected data is masked before transmission or reporting of data occurs. Additionally, sub setting of the data for test purposes will follow the same encryption of masking. Finally, Capability will exist to unmask and unscramble data as appropriate.		X

APPENDIX C

8.4	Physical Transport of Data		
8.4.1	Use a professional grade courier with logged chain of custody for any third-party transport of hard copy or mobile media containing County Protected Data.	X	X
8.5	Data Disposal		
8.5.1	Upon leaving the project, project team members will return or destroy any County Protected Data that is in his or her possession.	X	
8.5.2	Service Provider may retain archival copies of records containing County Protected Data as reasonably necessary or as part of normal backup processes to verify Service Provider’s compliance with this Contract. Service Provider will identify such data to County at the time such archival copies are withheld and shall mask or otherwise redact the County Protected Data in those records. Service Provider shall not be obligated retain archival copies of County databases, or other compilations or stores of County Protected Data.	X	
8.5.3	Service Provider shall destroy hard copies containing County Protected Data via shredder or by depositing in a secure destruction bin when no longer required in the performance of the Services.	X	
8.6	Third Party Service Delivery Management		
8.6.1	Execute substantially similar contractual terms relating to privacy and security with subcontractors retained to provide the Services.	X	
8.6.2	Maintain commercially reasonable contractual terms relating to privacy and security with enterprise information technology and communications suppliers who are engaged to provide general services to Service Provider and are not engaged specifically to provide the Services (e.g. email and telecommunications providers).	X	
8.7	Back-up		
8.7.1	If Service Provider provides hosting services for production databases and offsite tape backups are used, then the backups will be encrypted, at a minimum of 256-bit encryption unless there are contradictory legal requirements, at the County’s expense.	X	X
9	Access Control		
9.1	User Access Management		

APPENDIX C

9.1.1	The County shall use reasonable commercial efforts to restrict Service Provider's access to only that County Protected Data required for Service Provider to perform its obligations under the Contract.		X
9.1.2	Implement user account creation and deletion procedures, with appropriate approvals, for granting and revoking access to all County systems, County data and all internal applications used during the course of the project. Designate an appropriate authority (as defined by the engagement) to approve creation of new user ID, or elevated level of access for existing ID.	X	X
9.1.3	Implement an engagement level access control roster capturing the access details for engagement resources, covering type of access, date access granted and date access revoked for team members.	X	
9.1.4	Review the access control roster at least quarterly, or as otherwise agreed to by the Parties in writing, to confirm that access levels are still appropriate for individual roles and to confirm that access revocations for personnel who departed from the engagement have been processed correctly.	X	
9.1.5	Revoke access for personnel departing the engagement within two business days of departure, or in compliance with contractual obligations, whichever is sooner.	X	X
9.1.6	When applicable, provide access for project personnel and other applicable personnel using the concept of Least Privileged Access, meaning individuals are only granted access to those resources and systems that are required to perform their role.	X	X
9.1.7	When applicable, logically separate access between environments (e.g., development, testing, and production) so that an individual can be granted access to one environment without being able to access others.	X	X
9.1.8	Provide each individual accessing a system or application with a unique user ID and password. Prohibit user IDs and passwords from being shared.	X	X
9.1.9	Provide two-factor authentication to access the County's internal network environment from non-County/non-Service Provider locations. An internal network environment generally means the network environment that what would be available if an individual is sitting within the County's offices or data centers.	X	X
9.1.10	To the extent possible, the County will enable access methods to control offloading, printing, copying, pasting, or other methods of data extraction of County Protected Data (e.g. Citrix/VDI/application layer firewall).		X
9.2	Password Management		
9.2.1	Electronic communications of passwords must be encrypted using a minimum of 128 bit encryption.	X	X

APPENDIX C

9.2.2	Require initial user passwords to be changed during the first logon. Prohibit user IDs and passwords from being shared.	X	X
10.1	Encryption		
10.1.1	Encrypt transmissions of County Protected Data between the parties using a minimum of 128-bit encryption.	X	X
10.1.2	Mobile phones and tablets will be protected via a mandatory PIN, restrictions on amount of email that can be stored on the device, and a remote wipe capability.	X	
10.1.3	Full hard disk encryption at a minimum of 256-bit encryption on all workstations in use to deliver Services (i.e. Service Provider, rental, County, subcontractor workstations).	X	X
11	Information Security Incident Management		
11.1	Security Incident Reporting		
11.1.1	Promptly report to an Service Provider centralized management response center any actual or potential security incident that has resulted, or could be reasonably suspected to have resulted, in the loss, misuse or unauthorized acquisition of any County Protected Data. (e.g., a lost or stolen laptop).	X	
11.1.2	Identify any additional security incident notification requirements arising from the Contract and communicate those requirements to project personnel. Service Provider agrees to follow the IRP as provided by the County. Service Provider is required to report to the County as follows: <ul style="list-style-type: none"> All MDC employees and contractors are required to report any information security events and weaknesses through appropriate management channels as quickly as possible. Designated points of contact should be established for the reporting of events and weaknesses. These points of contact should be known to Service Provider and County project teams and always be available and able to provide an adequate and timely response. The Data Protection Executives would engage each organization's respective Information Security team in order to determine and evaluate the extent of the reported incident. 	X	X
12	Compliance		
12.1	Compliance with Legal Requirements		
12.1.1	Not use County Protected Data for any other purpose beyond provision of the contracted services, or as required by applicable law.	X	

APPENDIX C

12.1. 2	For each covered statement of work, identify business, operational, and technical requirements that flow from data privacy laws that County is subject to as part of the business process design and/or requirements definition.		X
12.1. 3	Comply with controls arising out of applicable data privacy laws as they apply to Service Provider as a service provider.	X	

APPENDIX D

MIAMI-DADE COUNTY GUIDELINES FOR PASSWORD CONSTRUCTION

Prior to using Miami-Dade County's computers, network, and applications, every individual user must have his/her identity verified with, a unique user-ID and a secret password, or other means which provides equal or greater security.

1. All standard user passwords must have a minimum of 8 characters.

Passwords must comprise at least three of the following:

- An upper case character,
- A lower case character,
- One numeral (0-9), and
- A special character (examples include: !, #, %, ;,) (Mainframe is excluded from special character use.)

Users must not construct passwords that are identical or substantially similar to the last ten (10) passwords they have previously employed. Passwords must **not** relate to the user's job, not be a dictionary word or proper name, a spouse's name, family member, pet's name, license plate, sports team, any part of SSNO/userid or any other easily guessed reference. **Example:** Predictable passwords such as Z123JAN in January and Z123FEB for February must not be used.

2. Service Accounts

Passwords must be constructed as follows:

- 15 characters or using a phrase.

Example: "The County Loves Me This I know For My Pay Check Tells Me So"
TCLMTIK7FMPCTMS!

Construct the password using the first character of each word and embed a number and special character in the phrase.

Users must not construct passwords that are identical or substantially similar to the last eight (8) passwords they have previously employed. Passwords must **not** relate to the user's job, not be a dictionary word or proper name, a spouse's name, family member, pet's name, license plate, sports team, any part of SSNO/userid or any other easily guessed reference.

Do not use predictable passwords such as those made up of:

- A certain number of characters that do not change, combined with
- A certain number of characters which change predictably.

APPENDIX D

MIAMI-DADE COUNTY GUIDELINES FOR PASSWORD CONSTRUCTION

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2. Service Accounts

Passwords must be constructed as follows:

- 15 characters or using a phrase.

Example: *"The County Loves Me This I know For My Pay Check Tells Me So"*
TCLMTIK7FMPCTMS!

Construct the password using the first character of each word and embed a number and special character in the phrase.

Users must not construct passwords that are identical or substantially similar to the last eight (8) passwords they have previously employed. Passwords must **not** relate to the user's job, not be a dictionary word or proper name, a spouse's name, family member, pet's name, license plate, sports team, any part of SSNO/userid or any other easily guessed reference.

Do not use predictable passwords such as those made up of:

- A certain number of characters that do not change, combined with
- A certain number of characters which change predictably.