Memorandum

MIAMI-DADE COUNTY

Date: July 21, 2009

To: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

Agenda Item No. 8(O)(1)(A)

From: George M. Burgess
County Manager

Subject: Recommendation for Approval to Award Contract No. RFP 649: Inmate Commissary and Banking Services

RECOMMENDATION

It is recommended that the Board of County Commissioners approve award of this contract to provide inmate commissary and banking services for the Miami-Dade Corrections and Rehabilitation Department.

CONTRACT NO:	RFP 649
CONTRACT TITLE:	Inmate Commissary and Banking Services
DESCRIPTION:	To obtain proposals from qualified firms to provide Inmate Commissary and Banking Services for inmates at detention facilities. The commissary services include supplying items such as stationary, snacks, toiletries and clothing. The selected proposer shall provide and maintain computer hardware and software to have an integrated financial system which will track the inmates' accounts. The banking services include maintaining accounts for inmates' personal property and funds, and for invoicing of medical services.
TERM:	Four years with six, one-year options-to-renew.
APPROVAL TO ADVERTISE:	September 18, 2008
CONTRACT AMOUNT:	$4.4 million in revenue to the County for the initial four year term of the contract. If the County exercises the six, one-year options-to-renew, the total contract revenue is projected to be $11 million.
METHOD OF AWARD:	Awarded to the highest ranked responsive, responsible vendor based on the evaluation criteria established in the solicitation. A full and open competitive Request for Proposals process was used.

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VENDOR RECOMMENDED FOR AWARD:

Vendor	Address	Principal
ARAMARK Correctional Services, LLC (Non-local vendor)	1101 Market Street Philadelphia, PA 19107	Thomas Burns, Vice President

PERFORMANCE DATA: There are no known performance issues with this firm.

COMPLIANCE DATA: There are no known compliance issues with this firm.

VENDORS NOT RECOMMENDED FOR AWARD: Swanson Services Corporation
Trinity Services, Inc.
Keefe Commissary Network (non-responsive)

CONTRACT MEASURES: The Review Committee of February 15, 2008, recommended no measures. This is a revenue generating contract.

LIVING WAGE: The services being provided are not covered under the Living Wage Ordinance.

USER ACCESS PROGRAM: The 2% User Access Program provision is not included, as this contract is revenue generating.

LOCAL PREFERENCE: Applied in accordance with applicable Ordinance, but did not affect the outcome.

PROJECT MANAGER: Sheila Siddiqui, Department of Correction and Rehabilitation

ESTIMATED CONTRACT COMMENCEMENT DATE: Ten days after date adopted by the Board of County Commissioners, unless vetoed by the Mayor.

DELEGATED AUTHORITY: If this item is approved, the County Mayor or designee will have the authority to exercise, at County Mayor's or designee's discretion, subsequent options-to-renew and other extensions in accordance with the terms and conditions of the contract.

BACKGROUND

Miami-Dade Corrections and Rehabilitation Department (MDCR) provides commissary and banking services (including inmate account maintenance and trust fund management) for approximately 7200 inmates incarcerated in five jail facilities. The services are provided pursuant to Florida Statute 951.23 and Florida Model Jail Standards. The current contract has been in place for over 10 years and will expire on October 13, 2009.

Commissary orders placed by inmates are delivered once a week to a centralized delivery point. Miami-Dade Correction and Rehabilitation (MDCR) personnel accept the commissary orders and deliver the items to the individual cells. Inmates currently place their orders using scantron forms that require manual processing. The recommended contract provides an automated solution by connecting commissary orders to inmate trust accounts via real-time banking servers for inmate populations under direct supervision (approximately 4,328 inmates). An enhancement over the current contract is the inclusion of automated self-service kiosks which will allow inmates to check their trust accounts, place commissary orders, file grievances, and request medical and counseling services. MDCR will also use the kiosks to post general inmate announcements and bulletins. Another enhancement is the automated payment and deposit service which allows visitors at MDCR facilities to make deposits into inmate trust accounts via kiosks in the lobby. On-line deposits will also be accepted.

These services are revenue generating as the County receives a commission (currently 32 percent) for commissionable items sold. The new contract provides a 39 percent commission. This rate is applied to all commissary items, except for non-commissionable "welcome" hygiene kits and indigent kits that are paid for by the County. The County also has the option to require the vendor to deliver the commissary supplies directly to the inmates at a reduced commission rate of 35 percent. Commission (i.e., revenues) from commissary sales will continue to provide revenue for the Inmate Welfare Fund, which is administered through a Committee comprised of County staff. These funds are used for the overall inmate welfare and may include vocational training, educational training, General Equivalency Diploma testing, religious items (i.e., Bibles, Korans) recreational items, inmate re-entry activities, and rehabilitation programs. The funds are used pursuant to state statute and comply with all County finance rules.

The County Attorney's Office deemed the proposal from Keefe Commissary Network non-responsive. On January 16, 2009, Keefe Commissary Network filed a bid protest disputing this determination. As the County Manager's award recommendation had not been filed with the Clerk of the Board, the protest was premature. The proposer was notified and the filing fee was returned.

Assistant County Manager

MEMORANDUM

(Revised)

TO: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

DATE: July 21, 2009

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Agenda Item No. 8(O)(1)(A)

Please note any items checked.

_____	**"4-Day Rule" ("3-Day Rule" for committees) applicable if raised**
_____	**6 weeks required between first reading and public hearing**
_____	**4 weeks notification to municipal officials required prior to public hearing**
_____	**Decreases revenues or increases expenditures without balancing budget**
_____	**Budget required**
_____	**Statement of fiscal impact required**
_____	**Bid waiver requiring County Mayor's written recommendation**
_____	**Ordinance creating a new board requires detailed County Manager's report for public hearing**
_____	**Housekeeping item (no policy decision required)**
____✓	**No committee review**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(O)(1)(A)
7-21-09

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH ARAMARK CORRECTIONAL SERVICES, LLC TO OBTAIN INMATE COMMISSARY AND BANKING SERVICES, AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE AN AGREEMENT FOR AND ON BEHALF OF MIAMI-DADE COUNTY AND TO EXERCISE ANY CANCELLATION AND RENEWAL PROVISIONS, AND TO EXERCISE ALL OTHER RIGHTS CONTAINED THEREIN CONTRACT NO. RFP 649

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the selection of ARAMARK Correctional Services, LLC, in substantially the form attached hereto and made a part hereof, and authorizes the County Mayor or County Mayor's designee to execute same for and on behalf of Miami-Dade County and to exercise any cancellation and renewal provisions and any other rights contained therein.

The foregoing resolution was offered by Commissioner , who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

Dennis C. Moss, Chairman
Jose "Pepe" Diaz, Vice-Chairman

Bruno A. Barreiro	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Barbara J. Jordan	Joe A. Martinez
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 21st day of July, 2009. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. D.F.

Daniel Frastai

197911

Memorandum

MIAMI-DADE COUNTY

Date: January 21, 2009

To: George M. Burgess
County Manager

RECEIVED
JAN 2[illegible]
Alina T. Hudak
County Manager's Office

Thru: Miriam Singer, CPPO
Director
Department of Procurement Management

From: Amado Gonzalez
Procurement Contracting Officer
Chairperson, Evaluation/Selection Committee

Subject: Report of Evaluation/Selection Committee for RFP No. 649: Inmate Commissary and Banking Services

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The Evaluation/Selection Committee has completed the evaluation of proposals submitted in response to the above referenced Request for Proposals (RFP) following the guidelines published in the solicitation as summarized below.

Committee meeting dates:
November 18, 2008 (kick-off meeting)
December 3, 2008 (evaluation meeting)
December 16, 2008 (evaluation meeting)
January 8, 2009 (oral presentations/final scoring)

Verification of compliance with contract measures:
Not applicable since the Review Committee did not assign any contract measures to this solicitation.

Verification of compliance with minimum qualification requirements:
The solicitation did not have any minimum qualification requirements.

Summary of scores:

The preliminary scores are as follows:

Pre-Oral Presentations

Proposer	***Total Technical Score*** *(max. 500)*	***Proposed Commission Rate***
1. ARAMARK Correctional Services, LLC	401	39%
2. Swanson Services Corporation	331	24%
3. Trinity Services Group, Inc.	284	23% (Yrs. 1-3) 30% (Yrs. 4-10)

The Evaluation/Selection Committee decided to hold oral presentations with the two top ranked firms. Upon conclusion of the oral presentations, the Evaluation/Selection Committee re-evaluated and re-ranked the proposals remaining in consideration.

The final scores are as follows:

Post-Oral Presentations

Proposer	***Total Technical Score*** *(max. 500)*	***Proposed Commission Rate***
1. ARAMARK Correctional Services, LLC	434	39%
2. Swanson Services Corporation	312	24%

Local Preference:
Local Preference was considered in accordance with applicable ordinances, but did not affect the outcome.

Other information:
The Proposal from Keefe Commissary Network did not meet the submission requirements. A request for a responsive determination was forwarded to the County Attorney's Office. Per the County Attorney's Office memo dated November 20, 2008 (attached), the proposal from Keefe Commissary Network was deemed non-responsive.

Negotiations:
The Evaluation/Selection Committee recommends that the County enter into negotiations with the proposer with the highest score, ARAMARK Correctional Services, LLC. The following individuals will participate in the negotiations:

Amado Gonzalez, Procurement Contracting Officer, DPM
Sheila Siddiqui, Chief, MDCR
Anthony Dawsey, Chief, MDCR

Justification for Recommendation:
The Evaluation/Selection Committee recommends ARAMARK Correctional Services, LLC for negotiations for the following primary reasons: they proposed the highest commission rate, the proposed banking kiosks were best suited for use by the inmate population, their transition plan was comprehensive and provided minimal interruption of services, the depth of detail provided in their oral presentation supported their proposal, and they have experience providing the requested services to agencies similar in size.

Copies of the score sheets are attached for each Evaluation/Selection Committee member, as well as a composite score sheet.

Approved

George M. Burgess
County Manager

11/29/09
Date

Not Approved

George M. Burgess
County Manager

Date

Memorandum

MIAMI-DADE COUNTY

Date: November 20, 2008

To: Hugo Benitez
Assistant County Attorney
County Attorney's Office

From: Steven Corwin, CPPO, C.P.M.
Procurement Contracting Officer
Department of Procurement Management

Subject: Request for Responsiveness Determination on RFP No. 649, Inmate Commissary and Banking Services

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On November 17, 2008, proposals were received for the subject RFP and subsequently reviewed for responsiveness. One of the Proposers was Keefe Commissary Network (KCN). Upon review of the KCN proposal, it was noted that KCN failed to sign Form A-1, Cover page of Proposal. Please advise whether the subject proposal is non-responsive.

If you have any questions, please contact me at (305) 375-3673. Thank you for your attention to this matter.

Attachments
Reference Proposal

Failure to execute a bid or proposal renders a bid non-responsive. Absent another unequivocal indication of intent to be bound by the offer, the proposal must be rejected. Hug. Benitez

11/20/08

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RFP NO. 649
INMATE COMMISSARY AND BANKING SERVICES
ORAL PRESENTATION - EVALUATION OF PROPOSALS

COMPOSITE

SELECTION CRITERIA / PROPOSERS	Maximum Points Per Member	Maximum Total Points (5 members)	Aramark Correctional Services, LLC	Swanson Services Corporation
Proposer's relevant experience, qualifications and past performance; relevant experience and qualifications of subcontractors; and relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project	20	100	91	68
Proposer's approach to providing the services requested in this Solicitation to include the hardware, software, quality control, items and their prices to be offered, implementation/conversion plan and the training program	45	225	186	153
Proposer's proposed commission	35	175	157	91
TOTAL POINTS	100	500	434	312

SIGNATURE: PRINT: DATE:

Chairperson — Amado Gonzalez — 1/14/09

Reviewed By — Pearl P. Bethel — 1/14/2009

1/14/2009

RFP NO. 649
INMATE COMMISSARY AND BANKING SERVICES
ORAL PRESENTATION - EVALUATION OF PROPOSALS

SHEILA SIDDIQUIS (MDCR)

SELECTION CRITERIA / PROPOSERS	Maximum Points	Aramark Correctional Services, LLC	Swanson Services Corporation
Proposer's relevant experience, qualifications and past performance; relevant experience and qualifications of subcontractors; and relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project	20	16	11
Proposer's approach to providing the services requested in this Solicitation to include the hardware, software, quality control, items and their prices to be offered, implementation/conversion plan and the training program	45	39	31
Proposer's proposed commission	35	31	21
TOTAL POINTS	100	86	63

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RFP NO. 649
INMATE COMMISSARY AND BANKING SERVICES
ORAL PRESENTATION - EVALUATION OF PROPOSALS

EDUARDO ASTIGARRAGA (MDCR)

SELECTION CRITERIA / PROPOSERS	Maximum Points	Aramark Correctional Services, LLC	Swanson Services Corporation
Proposer's relevant experience, qualifications and past performance; relevant experience and qualifications of subcontractors; and relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to	20	18	14
Proposer's approach to providing the services requested in this Solicitation to include the hardware, software, quality control, items and their prices to be offered, implementation/conversion plan and the training program	45	40	34
Proposer's proposed commission	35	33	18
TOTAL POINTS	100	91	66

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RFP NO. 649
INMATE COMMISSARY AND BANKING SERVICES
ORAL PRESENTATION -EVALUATION OF PROPOSALS

ULMA GONZALEZ (ETSD)

SELECTION CRITERIA / PROPOSERS	Maximum Points	Aramark Correctional Services, LLC	Swanson Services Corporation
Proposer's relevant experience, qualifications and past performance; relevant experience and qualifications of subcontractors; and relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to	20	20	18
Proposer's approach to providing the services requested in this Solicitation to include the hardware, software, quality control, items and their prices to be offered, implementation/conversion plan and the training program	45	24	28
Proposer's proposed commission	35	28	22
TOTAL POINTS	100	72	68

RFP NO. 649
INMATE COMMISSARY AND BANKING SERVICES
ORAL PRESENTATION - EVALUATION OF PROPOSALS

KEITH NEELY (BROWARD SHERIFF'S OFC)

SELECTION CRITERIA / PROPOSERS	Maximum Points	Aramark Correctional Services, LLC	Swanson Services Corporation
Proposer's relevant experience, qualifications and past performance; relevant experience and qualifications of subcontractors; and relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to	20	18	10
Proposer's approach to providing the services requested in this Solicitation to include the hardware, software, quality control, items and their prices to be offered, implementation/conversion plan and the training program	45	40	30
Proposer's proposed commission	35	30	15
TOTAL POINTS	100	88	55

RFP NO. 649
INMATE COMMISSARY AND BANKING SERVICES
ORAL PRESENTATION - EVALUATION OF PROPOSALS

ROSELLA DORE (SBD)

SELECTION CRITERIA / PROPOSERS	Maximum Points	Aramark Correctional Services, LLC	Swanson Services Corporation
Proposer's relevant experience, qualifications and past performance; relevant experience and qualifications of subcontractors; and relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to	20	19	15
Proposer's approach to providing the services requested in this Solicitation to include the hardware, software, quality control, items and their prices to be offered, implementation/conversion plan and the training program	45	43	30
Proposer's proposed commission	35	35	15
TOTAL POINTS	100	97	60

RFP NO. 649
INMATE COMMISSARY AND BANKING SERVICES
EVALUATION OF PROPOSALS

COMPOSITE

SELECTION CRITERIA / PROPOSERS	Maximum Points Per Member	Maximum Total Points (5 members)	Aramark Correctional Services, LLC	Swanson Services Corporation	Trinity Services Group, Inc.
Proposer's relevant experience, qualifications and past performance; relevant experience and qualifications of subcontractors; and relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project	20	100	86	79	70
Proposer's approach to providing the services requested in this Solicitation to include the hardware, software, quality control, items and their prices to be offered, implementation/conversion plan and the training program	45	225	162	154	118
Proposer's proposed commission	35	175	153	98	96
TOTAL POINTS	100	500	401	331	284

SIGNATURE: PRINT: DATE:

Chairperson — Amanda Gonzalez — 1/14/09

Reviewed By — Pearl P. Bethel — 1/14/2009

RFP NO. 649
INMATE COMMISSARY AND BANKING SERVICES
EVALUATION OF PROPOSALS

ROSELLA DORE (SBD)

SELECTION CRITERIA / PROPOSERS	Maximum Points	Aramark Correctional Services, LLC	Swanson Services Corporation	Trinity Services Group, Inc.
Proposer's relevant experience, qualifications and past performance; relevant experience and qualifications of subcontractors; and relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to	20	17	15	16
Proposer's approach to providing the services requested in this Solicitation to include the hardware, software, quality control, items and their prices to be offered, implementation/conversion plan and the training program	45	40	38	30
Proposer's proposed commission	35	35	15	21
TOTAL POINTS	100	92	68	67

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RFP NO. 649
INMATE COMMISSARY AND BANKING SERVICES
EVALUATION OF PROPOSALS

KEITH NEELY (BROWARD SHERIFF'S OFC)

SELECTION CRITERIA / PROPOSERS	Maximum Points	Aramark Correctional Services, LLC	Swanson Services Corporation	Trinity Services Group, Inc.
Proposer's relevant experience, qualifications and past performance; relevant experience and qualifications of subcontractors; and relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to	20	20	20	18
Proposer's approach to providing the services requested in this Solicitation to include the hardware, software, quality control, items and their prices to be offered, implementation/conversion plan and the training program	45	25	20	10
Proposer's proposed commission	35	30	20	15
TOTAL POINTS	100	75	60	43

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RFP NO. 649
INMATE COMMISSARY AND BANKING SERVICES
EVALUATION OF PROPOSALS

ULMA GONZALEZ (ETSD)

SELECTION CRITERIA / PROPOSERS	Maximum Points	Aramark Correctional Services, LLC	Swanson Services Corporation	Trinity Services Group, Inc.
Proposer's relevant experience, qualifications and past performance; relevant experience and qualifications of subcontractors; and relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to	20	18	18	12
Proposer's approach to providing the services requested in this Solicitation to include the hardware, software, quality control, items and their prices to be offered, implementation/conversion plan and the training program	45	25	28	18
Proposer's proposed commission	35	25	23	20
TOTAL POINTS	100	68	69	50

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RFP NO. 649
INMATE COMMISSARY AND BANKING SERVICES
EVALUATION OF PROPOSALS

EDUARDO ASTIGARRAGA (MDCR)

SELECTION CRITERIA / PROPOSERS	Maximum Points	Aramark Correctional Services, LLC	Swanson Services Corporation	Trinity Services Group, Inc.
Proposer's relevant experience, qualifications and past performance; relevant experience and qualifications of subcontractors; and relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to	20	16	14	12
Proposer's approach to providing the services requested in this Solicitation to include the hardware, software, quality control, items and their prices to be offered, implementation/conversion plan and the training program	45	34	36	30
Proposer's proposed commission	35	33	18	20
TOTAL POINTS	100	83	68	62

RFP NO. 649
INMATE COMMISSARY AND BANKING SERVICES
EVALUATION OF PROPOSALS

SHEILA SIDDIQUIS (MDCR)

SELECTION CRITERIA / PROPOSERS	Maximum Points	Aramark Correctional Services, LLC	Swanson Services Corporation	Trinity Services Group, Inc.
Proposer's relevant experience, qualifications and past performance; relevant experience and qualifications of subcontractors; and relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project	20	15	12	12
Proposer's approach to providing the services requested in this Solicitation to include the hardware, software, quality control, items and their prices to be offered, implementation/conversion plan and the training program	45	38	32	30
Proposer's proposed commission	35	30	22	20
TOTAL POINTS	100	83	66	62

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Memorandum

MIAMI-DADE COUNTY

Date: October 24, 2008

To: Those Listed Below

From: George M. Burgess
County Manager

Subject: Request for Evaluation/Selection Committee for the Miami-Dade Corrections and Rehabilitation Department Request for Proposals for Inmate Commissary and Banking Services - RFP No. 649

In accordance with Administrative Order 3-34, I am hereby appointing those listed below as the Selection Committee for the Miami-Dade Corrections and Rehabilitation Department Request for Proposals for Inmate Commissary and Banking Services - RFP No. 649:

Selection Committee
Steven Corwin, Non-Voting Chairperson
Sheila Siddiqui, MDCR
Eduardo Astigarraga, MDCR
Ulma Gonzalez, ETSD
Keith Neely, Broward Sheriff's Office
Rosella Dore, SBD
Gato Jackson, MDCR (Alternate)

Technical Advisors (Non-Voting)
Pedro Alcocer, MDCR
Miguel Caraballo, ETSD
James D. Brannock, MDCR
Margaret Healy, MDCR

The Selection Committee will meet to review written or printed material regarding the qualifications of each of the certified firms as it relates to the requirements defined in the advertised document. If required, the Selection Committee will select several candidate firms meeting the published criteria, to make oral presentations at a properly noticed public hearing to the full Selection Committee.

The Selection Committee shall be responsible for evaluating, rating and ranking the proposals by each Committee member, based on the criteria and procedure contained in the advertised document. The Evaluation/Selection Committee will first evaluate and rank responsive proposals on the Technical (Quality) criteria. If responsive proposers are invited to make oral presentations, the Committee may re-rate and re-rank the proposals based upon the written documents combined with the oral presentation. You may utilize staff of the issuing department and the using agency to conduct a preliminary review of the proposals for responsiveness to the technical requirements. All requests for specific determinations shall be made in writing to the County Attorney's Office.

You are directed to assist me in the selection process considering the factors delineated in the advertised document. These factors may include methodology and management approach, qualifications and experience of principals and staff, financial stability, proposer's past performance of similar scope and size, proposer's detailed plans to meet the objectives of each task, activity, etc., pursuant to any schedule, proposer's previous County experience, history and experience of the firm or individual(s), understanding of the project and the County's objectives, responsiveness to the established requirements, and Cost/Revenue (normally separate and sealed). When the document requires the proposer to provide cost/revenue in a separate sealed envelope, cost/revenue will be considered separately and after the other criteria have been evaluated.

If you are unable to participate in the Selection process, contact this office through Small Business Development (SBD) by memorandum documenting the reason why you cannot participate. Only in cases of **dire** urgency may you be excused from participation.

The alternate committee member will serve only in the event of an approved substitution. No substitution of committee members shall be allowed after the first official meeting of the committee. The Department of Procurement Management's (DPM) RFP Unit may substitute the chairperson to ensure the appropriate level of staffing expertise as deemed necessary to accommodate the needs of this solicitation.

Following the oral presentation, or upon completion of the review process, the Committee shall prepare and submit a memorandum to include a narrative of the evaluation and justification of the top recommended firm(s) based upon the reasoning and mathematical formula, if utilized, and attach supporting documentation and a summary sheet which MUST include the following information:

Name of firm(s)
Quality Rating Score
Price
Adjusted Score (if applicable)
Committee's Overall Ranking

This report should be submitted to me through the SBD for review and consideration for further recommendation to the Board of County Commissioners.

As a matter of administrative policy and to maintain a fair and impartial process, all individuals appointed to the Selection Committee (including the Chairperson) and staff are instructed to refrain from discussing the solicitation with prospective lobbyists and/or consultants. Committee members are reminded that in accordance with the Cone of Silence Ordinance 98-106, they are prohibited from having any communication with potential respondents and/or their representatives. Violation of this policy could lead to termination.

All questions must be directed to the staff contact person(s) designated by the issuing department.

c: Miriam Singer, Director, DPM
Timothy P. Ryan, Director, MDCR
Angel Petisco, Interim Director, ETSD
Penelope Townsley, Director, SBD

Selection Committee
Steven Corwin, Non-Voting Chairperson
Sheila Siddiqui, MDCR
Eduardo Astigarraga, MDCR
Ulma Gonzalez, ETSD
Keith Neely, Broward Sheriff's Office
Rosella Dore, SBD
Gato Jackson, MDCR (Alternate)

Technical Advisors (Non-Voting)
Pedro Alcocer, MDCR
Miguel Caraballo, ETSD
James D. Brannock, MDCR
Margaret Healy, MDCR

Inmate Commissary and Banking Services
Contract No. RFP649

THIS AGREEMENT made and entered into as of this _____ day of _____ by and between ARAMARK Correctional Services, LLC, a limited liability company organized and existing under the laws of the State of Delaware, having its principal office at 1101 Market Street, Philadelphia, Pennsylvania 19107 (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 Inmate Commissary and Banking Services, that shall conform to the Scope of Services (Appendix A); Miami-Dade County's Request for Proposals (RFP) No. 649 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 November 13, 2008, 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 commissary services, computer system, accounting software, cash management software, Hardware, system maintenance services and certain other services 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 words "Billables" to mean items that the County has the options to purchase with a fee and include Welcome Kits and Indigent Packages and Additional Equipment/Services.

b) The words "Contract" or "Contract Documents" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), RFP No. 649 and all associated addenda and attachments, the Contractor's Proposal, and all other attachments hereto and all amendments issued hereto.

c) The words "Contract Date" to mean the date on which this Agreement is effective.

d) The words "Contract Manager" to mean Miami-Dade County's Director, Department of Procurement Management, or the duly authorized representative designated to manage the Contract.

e) The word "Contractor" to mean ARAMARK Correctional Services, LLC and its permitted successors and assigns.

f) The words "Change Order" or "Extra Work" or "Additional Work" resulting in 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.

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 Word "Fix" to mean the repair or replacement of as applicable, source, object or executable code versions of the System.

k) The words "Funds Disbursement/Intake Devices" to mean those devices utilized to refund or to deposit funds into inmate accounts.

l) 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 County's Detention Facility, and includes, but is not limited to Kiosks, Servers, and Funds Disbursement/Intake Devices.

m) The word "Kiosk" to mean the Hardware equipment utilized by inmates to order commissary items, and perform other functions relative to their incarceration.

n) The words "System" to mean the Hardware, Proprietary Software, Software services, documentation, peripherals, licenses and other items, tangible and intangible, including but not limited to Kiosks, Servers, ACTFAS and Funds Disbursement/Intake Devices, that provide County with the functionalities and performance specifications described in this Agreement.

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 "Project Manager" to mean the County Manager or the duly authorized representative designated to manage the Project.

r) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the work to be performed by the Contractor.

s) 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.

t) 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.

u) 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.

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 Miami-Dade County's RFP No. 649 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. Contractor's materials, tools, supplies and Fund Disbursement/Intake Devices, unless otherwise specifically provided herein, shall remain the property of Contractor or its owner, which the Contractor shall remove within thirty days of the expiration or termination of this Agreement.

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 as of the date stated in the cover page of this Contract and shall be for the duration of four (4) years. Contractor shall have the right to implement the equipment necessary for start up services as of the County's notice to proceed date, however Contractor shall not begin to provide the Services until October 1, 2009, unless the parties

mutually agree to begin the services earlier. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for six, one-year periods. 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. 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 fax or 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 3250
Miami, FL 33147
Attention: Sheila Siddiqui, Division Chief
Phone: (786)263-6299
Fax: (786)263-6134

and,

b) to the Contract Manager:

Miami-Dade County
Department of Procurement Management
111 N.W. 1st Street, Suite 1375
Miami, FL 33128-1974
Attention: Director
Phone: (305) 375-5548
Fax: (305) 375-2316

(2) To the Contractor

ARAMARK Correctional Services, LLC
1101 Market Street
Philadelphia, Pennsylvania, 19107
Attention: Vice President, Finance
Phone: (215) 238-3213
Fax: (215) 413-8527

And to:

ARAMARK Correctional Services, LLC
2300 Warrenville Road
Downers Grove, IL 60515

Attention: Regional Vice President
Phone (630) 271-5758

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 rate payable to the County and price for Billables the County shall pay the Contractor, shall be pursuant to Price Schedule, Appendix B – Price Schedule. The County shall have no obligation to pay the Contractor any sum in excess of 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 RATE AND PRICE FOR BILLABLES

Commission rate and price for Billables 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 inmate sales and other revenue sources applicable to this Contract. The County shall make all the required disbursements (i.e., sales tax), retain the commissions due the County, retain any amounts due 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. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. 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 Manager, or his or her designee(s), not later that sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

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

Miami-Dade County
Corrections and Rehabilitation Department
2525 N.W. 62nd Street, Room 3250
Miami, FL 33147
Attention: Maxine Harris, Commander
Phone: (786) 263-6149

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 Department of Procurement Management, 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. Public Liability Insurance on a comprehensive basis in an amount not less than $300,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage. The mailing address of Miami-Dade County 111 N.W. 1st Street, Suite 1300, Miami, Florida 33128-1974, as the certificate holder, must appear on the certificate of insurance.**

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 per occurrence for bodily injury and property damage.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Contractor. 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 "B" as to management, and no less than "Class V" as to financial strength, according to the latest edition of 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 Insurance and are members of the Florida Guaranty Fund.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Contractor hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the County.

NOTE: MIAMI-DADE COUNTY CONTRACT NUMBER AND TITLE MUST APPEAR ON EACH CERTIFICATE OF INSURANCE.

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 fifteen (15) calendar days after County notification to Contractor to comply before the award is made. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Agreement, the Contractor shall be verbally notified of such deficiency and shall have an additional five (5) calendar 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 twenty (20) calendar days after County notification to comply, the Contractor shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the County.

The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the County. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the Contract until such time as the new or renewed certificates are received by the County in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the County may, at its sole discretion, terminate this contract.

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 ARE THE RESPONSIBILITY 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 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 obey and follow 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, unless Contractor pursues resolution pursuant to Section "c" below. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.

c) The Contractor agrees to work in good faith to resolve differences 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 Manager 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 material 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 Manager'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 Manager within 10 days of the occurrence, event or act out of which the dispute arises.

e) The County Manager 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 Manager 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 Manager 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 Manager 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 Manager, 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 appendixes 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 or 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 County Ordinance No. 03-2, 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, except in the cases of death, illness, disability, or termination.

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 permitting the County to request completion of performance by the Subcontractor of its obligations under the subcontract, in the event the County finds the Contractor in material breach of its obligations, the option 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 FOR CONVENIENCE 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 County Code.

In addition to cancellation or termination as otherwise provided in this Agreement, the County may at any time, in its sole discretion, by written notice for cause , or thirty (30) day written notice without cause, terminate this Agreement and in such event:

d) 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 noncancelable 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

e) In the event that the County exercises its right to terminate this Agreement pursuant to this Article 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. noncancelable 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.

f) All compensation pursuant to this Article are subject to audit.

g) For Contractor's right to terminate for convenience refer to Article 5 of this Agreement.

ARTICLE 24. EVENT OF DEFAULT

a) An Event of Default shall mean a material 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 material 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, except in case for which an extension of time is provided, 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 time frame 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 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 time frame, the County may:

i. treat such failure as a repudiation of this Agreement;

ii. resort to any remedy for material 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. The County will reimburse the Contractor for all unamortized Hardware as set forth in Article 49.

ARTICLE 25. NOTICE OF DEFAULT - OPPORTUNITY TO CURE /TERMINATION

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 reprocurement 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 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 patent, copyrights, service marks, trade secret, or any other third party proprietary rights.

b) 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.

c) 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).

d) 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.

e) The Contractor shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the Work.

ARTICLE 28. CONFIDENTIALITY

a) All 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 material 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.

d) It is understood and agreed that in the event of a material breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such material breach or threatened material 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.

e) In the event that Contractor is required by this Contract or at the request of County, to provide materials and/or information which is confidential and proprietary to Contractor, County shall cause its employee(s) who will receive such confidential or proprietary information to execute a non-disclosure agreement.

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 Contractor and its employees, except as authorized by the County and, if the Computer

Software has been leased or purchased by the County, all hired party license agreements must also be honored by the Contractor's 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 County is responsible for providing the Contractor with copies of any such third party agreements.

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

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 of the performance of Services under this Agreement. Notwithstanding the foregoing, the County shall only have the rights granted to it, with respect to the Software, as set forth in Article 40 and, with respect to the Hardware, as set forth in Article 49. 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.

ARTICLE 31. VENDOR REGISTRATION AND FORMS/CONFLICT OF INTEREST

a) Vendor Registration

The Contractor shall be a registered vendor with the County – Department of Procurement Management, 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 County Code)
2. ***Miami-Dade County Employment Disclosure Affidavit***
   (Section 2.8-1(d)(2) of the County Code)
3. ***Miami-Dade Employment Drug-free Workplace Certification***
   (Section 2-8.1.2(b) of the County Code)
4. ***Miami-Dade Disability and Nondiscrimination Affidavit***
   (Section 2-8.1.5 of the County Code*)*
5. ***Miami-Dade County Debarment Disclosure Affidavit***
   (Section 10.38 of the County Code)
6. ***Miami-Dade County Vendor Obligation to County Affidavit***
   (Section 2-8.1 of the County Code)
7. ***Miami-Dade County Code of Business Ethics Affidavit***
   (Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and Section 2-11.1(c) of the County Code)
8. ***Miami-Dade County Family Leave Affidavit***
   (Article V of Chapter 11 of the County Code)
9. ***Miami-Dade County Living Wage Affidavit***
   (Section 2-8.9 of the County Code)
10. ***Miami-Dade County Domestic Leave and Reporting Affidavit***
    (Article 8, Section 11A-60 11A-67 of the County Code)
11. ***Subcontracting Practices***
    (Ordinance 97-35)

12. Subcontractor /Supplier Listing
(Section 2-8.8 of the County Code)

13. Environmentally Acceptable Packaging
(Resolution R-738-92)

14. W-9 and 8109 Forms
(as required by the Internal Revenue Service)

15. 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

16. Office of the Inspector General
(Section 2-1076 of the County Code)

17. Small Business Enterprises
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.

18. 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
Section 2-11.1(d) of Miami-Dade County Code as amended by Ordinance 00-1, requires 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 from competing or applying for any such contract as it pertains to this solicitation, must first request a conflict of interest opinion from the County's Ethic 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 and that any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render this Agreement voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

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 herein, 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, as amended by Ordinance No. 99-63, 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,

except as otherwise provided below. 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 Administrative Order 3-2; (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 is empowered to retain the services of independent private sector inspectors general (IPSIG) 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 Florida, Department of Small Business Development Participation Provisions, as applicable to this Contract.

c) Environmental Protection Agency (EPA), as applicable to this Contract.

d) Miami-Dade County Code, Chapter 11A, Article 3. All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.

e) "Conflicts of Interest" Section 2-11 of the County Code, and Ordinance 01-199.

f) Miami-Dade County Code Section 10-38 "Debarment".

g) Miami-Dade County Ordinance 99-5, codified at 11A-60 et. seq. of Miami-Dade Code pertaining to complying with the County's Domestic Leave Ordinance.

h) Miami-Dade County Ordinance 99-152, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

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, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they 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 with the County, 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 grant 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) 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.

ARTICLE 39. 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 40. 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 required hereunder.

a. In the event the County purchases a license for 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 this Agreement. County may not assign any rights to the use the Licensed Software to any third party.

ARTICLE 41. 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 40 (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 42. 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 43. 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 44. 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 45. 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 into 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. The Contractor shall submit a cost proposal including all costs pertaining to furnishing the County with the enhancements/modifications.

a) Each SOW 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 46. 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 24 hours per day, seven days per week, and 365 days per year.

The Contractor shall correct Minor Failure(s) of the Kiosk System within two (2) hours after Contractor has received 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 47. SOFTWARE WARRANTIES

The Contractor warrants that the Software will (i) be free from defects in material and workmanship under normal use and remain in good working order; (ii) meet all of the performance standards set forth in the Scope of Work and Contractor's Proposal; (iii) all Licensed Software provided by the Contractor will be of a compiled high level language; (iv) the Licensed Software 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; (v) the Licensed 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 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 48. SYSTEM WARRANTIES

a) 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 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. Any business requirements of the County not addressed in the current version of the System will be available in the next released version of the System to be released on October 1, 2009.

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) 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; (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 49. WARRANTY OF TITLE TO EQUIPMENT

Contractor hereby warrants and represents that any and all Equipment provided, hereunder, shall be new and unused, and the Contractor shall provide the County good and clear title thereto, free and clear of all liens and encumbrances at the expiration of four years or termination of this Agreement, except for the Funds Disbursement/Intake Devices.

The cost and amortization schedule of the Kiosk Hardware and other equipment is listed on Appendix D. The Kiosk Hardware and other equipment shall be amortized on a straight-line basis over a period of four (4) years, commencing upon the installation of the Kiosk Hardware and equipment at the MDCR facilities. Upon expiration or termination of this Agreement and prior to the complete amortization of the cost of the Kiosk Hardware and other equipment listed on Appendix D, the County will reimburse the Contractor for the unamortized balance as of the date of expiration or termination.

ARTICLE 50. EQUIPMENT WARRANTY

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 51. 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 subcontractor's and suppliers' warranties and representations with respect to the Licensed Software provided hereunder.

ARTICLE 52. 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 additional 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 53. TRUST FUND SYSTEM FAILURES

The Contractor shall be responsible for Trust Fund System Failures (including Hardware and Software) that cannot be corrected. The 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 54. 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 it's 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. The 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. The Contractor shall provide the County's PCI Compliance Officer, Finance Department at (305) 375-5245, documentation showing PCI Data Security certification has been achieved. The 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.

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

Contractor	Miami-Dade County
By: _____	By: _____
Name: DAVID KIMMEL	Name: _____
Title: VICE PRESIDENT-FINANCE	Title: _____
Date: 4/17/09	Date: _____
Attest: _____ Corporate Secretary/Notary Public Asst.	Attest: _____ Clerk of the Board
Corporate Seal/Notary Seal	Approved as to form and legal sufficiency
	_____ Assistant County Attorney

SCOPE OF SERVICES

1. Background

MDCR provides commissary services, inmate account maintenance, and trust fund management for approximately 7200 inmates incarcerated in five jail facilities. To accomplish this function, the Commissary Section has a staff of 8 employees. The jail facility locations and inmate capacity as of January 4, 2008 are:

Pretrial Detention Center	1321 NW 13 St Miami Fl (Civic Center Area)	1600 inmates
Women's Detention Center	1401 NW 7 Ave. Miami Fl (Overtown area)	400 inmates
Training and Treatment Center	6950 NW 41 St. Miami Fl (Airport area)	1300 inmates
Turner Guilford Knight Center	7000 NW 41 St. Miami Fl (Airport area)	1300 inmates
Metro West Detention Center	13850 NW 41 Street, Miami, Fl (Doral West)	3000 inmates

These locations are subject to change during the contract.

2. Commissary Operations

2.1 The 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. The Contractor shall provide all supplies, labor and logistics necessary to satisfy schedule on time. The Contractor shall keep an adequate inventory to satisfy demand and shall maintain inventory outside of MDCR's facilities. The 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

2.2 The 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. The Contractor shall submit samples of all products for approval and MDCR reserves the right to approve or reject products. MDCR reserves the right to add items to the list that MDCR deems appropriate for the inmate population. The Contractor may offer products labeled as irregular for sale at a reduced price after obtaining MDCR's approval.

2.3 The Contractor shall provide separate menus for diabetic, hypertension and inmates with special dietary needs. The Contractor shall offer a variety of healthy items (e.g., products that have been approved by and bear the American Heart Association's Heart Healthy label).

2.4 The Contractor shall price items at or below Fair Market Value as defined by Florida State Statute 951.23 and according to the Florida Jail Model Standards. The Contractor shall self-inspect and conduct market surveys for pricing at least twice a year and submit its findings to MDCR. The Contractor may increase the approved prices no more than twice a year with MDCR's permission.

2.5 The Contractor shall fill orders with a minimum 98.5% accuracy in the aggregate. All breakage, spoilage or shrinkage occurring before delivery to the designated MDCR facility shall be the responsibility of the Contractor.

2.6 The Contractor shall package each inmate's order individually in a clear plastic bag as previously approved by MDCR, with a three part invoice form enclosed. MDCR Commissary Unit shall retain one copy of the invoice form for its records, one copy shall go to the MDCR Rehabilitative Office and one copy shall remain with the inmate. The invoice shall provide the following information:

- 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

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 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.

2.7 The Contractor shall provide MDCR with item menus, scanable order forms and equipment (scanners) to take inmate orders. Order forms shall include approved items, prices and authorization from inmate for item substitution. The Contractor shall provide at least 2 scanners in working condition at all times. These scanners will be located in 2 different MDCR locations. The Contractor shall provide a method to process order entry in case of an emergency such as both scanners being unusable.

2.8 The 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 the Contractor 's mistake, the Contractor shall reimburse MDCR for the cost of redelivery.

2.9 The Contractor shall handle in a cost effective and expeditious way all inmate complaints concerning Commissary services. The Contractor shall provide weekly reports, electronically to MDCR of all complaints and resolutions.

2.10 The Contractor shall provide a mechanism to communicate to the inmate population any new information such as changes in products, pricing, the unavailability of a particular product and a 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 inmate commissary orders.

2.11 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 Years Day, MLK Birthday, President's Day, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veterans Day, Thanksgiving, Friday after Thanksgiving, Christmas Eve, Christmas, and New Year's Eve. MDCR shall advise The Contractor of alternate schedules for commissary orders due on those days, as applicable.

2.12 The Contractor shall provide special holiday items at least 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.

2.13 The Contractor shall advise MDCR of new products, discontinued products and substitutions. The Contractor shall obtain MDCR approval for any changes in the list of products provided 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). The Contractor shall adapt to any future regulations that may be enacted dealing with nutritional and health standards and eco-friendly packaging for inmate commissary.

2.14 The Contractor shall calculate, collect and remit all Sales Tax due.

2.15 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 of any such packages on a monthly basis. Package price is included in Appendix B – Price Schedule and shall not exceed $3.00 adjusted for inflation. (These items are not commissionable.)

2.16 The Contractor shall prepare packages for indigent inmates. The 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 30 consecutive days. MDCR shall advise the Contractor on the contents of this package. The Contractor shall invoice MDCR for the costs associated of any such packages on a monthly basis. Package price is included in Appendix B – Price Schedule and shall not exceed $3.00 adjusted for inflation. (These items are not commissionable.)

2.17 The 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.

2.18 The Contractor shall offer at MDCR's request point of sale services at places where visitors could directly order prepackaged kits for delivery to inmates. Sales realized will be commissionable and will count against inmate indigent status. The 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.

2.19 The 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.

3. Personnel Background Checks

All the Contractor's personnel involved in any capacity in this contract shall be subject to background check, including subcontractor's personnel. The 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 to perform duties related to this contract. 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

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

4. Automated Self-Service Solutions and Kiosks System

4.1 The Contractor shall include at no charge to the County, a Self-Service Lobby Cashier device(s) in the lobby of each of the 5 facilities, to meet the demand for service, as determined by MDCR which shall handle Cash, Credit, and Debit Card transactions. The device must be integrated with the Contractor's own inmate banking software used on the project. The Contractor and not MDCR shall be responsible for the handling of cash, credit or debit transactions. MDCR staff will reconcile all activities to inmate accounts against electronic money transfers received in the MDCR bank.

4.2 The Contractor shall provide housing unit Kiosks at no charge (estimated that a minimum of 48 and as many as 96 will be required) that allows inmates to access their account history, place commissary orders, 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 Bureau (ISB) and the County's Enterprise Technology Services Department (ETSD).

4.3 Kiosks shall be made of steel, no larger than 21x21 inches, wall or floor mounted, locked, with no moving parts and an industrial glass touch screen. The kiosks shall be made of non-breakable parts that could not be fashioned into weapons. The Contractor shall have the wiring for kiosks approved by MDCR and ETSD.

4.4 Kiosks shall be operational 24 hours per day, except for routine service and maintenance.

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4.5 The Contractor shall perform all necessary service and maintenance of the kiosks in a timely fashion. Any kiosk may not be out of service for more than 24 hours. In the event the necessary service will require the Kiosk to be out of service more than 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 on information normally available on the kiosks.

4.6 The on-site technicians described in Item 9.24 below, shall conduct monthly site inspections of each kiosk to verify status (physical and working condition), take proactive action if necessary, and report findings on a monthly basis to MDCR.

5. Automated Payment and Deposit Services

5.1. The Contractor shall provide a system for automated payment and deposit options which shall be available to any visitor at any of the facilities. The proposed payment and deposit options shall be fully integrated with the Contractor's banking (accounting) System. 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.

5.2. Minimum options for deposits shall include online, phone, and in-person by use of a kiosk. The Contractor shall accept major credit cards, debit cards and cash without liability to the County. The Contractor shall resolve any credit card disputes and compensate the County for any losses the County may incur as a result of disputed payments.

5.3. The System shall allow for funds to be deposited to an inmate trust fund account which funds will be available for the purchase of telephone services.

5.4. The System shall allow deposits for cash bond payments at the lobby kiosks via a touch screen menu. The Contractor may elect to accept transactions or subcontract the function with a provider of this service. Subcontractor shall be subject to approval by the County.

5.5. The Contractor may assess a transaction fee for depositing money. The fees are included in Appendix E and any changes to these fees must first be approved by MDCR. The County may at its sole discretion, add an additional fee above the fees shown in Appendix E to be paid to the County.

6. Computer System Requirements

The Contractor shall provide, operate, maintain the computer system (the "System"), including the hardware and software, and 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 ISB.

6.1. Operating System

The following are the preferred operating systems:

- Windows 2003 Enterprise edition
- AIX 5,3 or greater
- Z/Linux SUSE SLES 9 or greater
- Red Hat Linux AS 4 or greater

- VMware: ESX3.5 with V Motion technology enabled using fiber only technology
- Oracle Linux
- Mainframe

6.2. Database

The following are the preferred operating databases:

- Oracle Enterprise Edition Release 10.2.0.3 Grid Certified System (Enterprise Solution).
- MSSQL 2005 Enterprise 64 bit (allowed for small applications)
- IBM DB2 UDB Versions 8 and 8

6.3. Hardware

The Contractor shall provide MDCR with the hardware necessary for these services as specified in Appendix C 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
- Dell servers with VMware virtualization software
- HP Proliant dual core servers
- IBM pSeries servers (model 9119-p595 and 9119-p570) – (P520 for IVR)

At the end of the Contract, any equipment that the Contractor has 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 days of the termination of this Contract.

6.4. Network

The following are the network requirements:

- Network shall run in updated Server 2003.
- All machines and users shall be registered with miamidade.gov active directory.
- The Contractor installed anti-virus provided by the County, presently Trend Micro.
- Contractor will coordinate and receive approval from MDCR Information Systems Bureau for all hardware and software installations.

7. Security Features

7.1. The System shall limit access to approved Miami-Dade County users who are members of Miami-Dade County.gov network.

7.2. The System shall require a password containing a minimum of 6 characters and using a combination of both Alpha and numerical characters.

7.3. Passwords shall have a maximum duration of 180 days. System will prompt users to change passwords at least twice a year.

7.4. The County's designated Administrator shall have the ability to limit users to certain transactions and certain terminals.

7.5. The County's designated Administrator shall have the ability to limit transactions by physical location.

7.6. System shall terminate sessions after 5 minutes of inactivity and require user to log in again.

7.7. County and Contractor will work together to develop a mutually agreed upon solution to I provide biometric identification of users, at no additional cost to the County and shall be fully operational by October 1, 2009.

8. Software Requirements

8.1. The System for this project shall communicate with the Criminal Justice Information System (CJIS) via protocol approved and supported by ETSD. The system shall receive data from CJIS in a continuous real-time one way basis. Information received shall include name, race, sex, DOB, jail number, Criminal Identification Number (CIN), old CIN, booking date and time, cell location, cell changes, inmate classifications, inmate classification changes, and release date and time.

The interfaces supported by the CJIS are:

- Web services with XML output
- Booking interface: Web services with WML only
- Housing Update: FTP batch files to a Web-enabled or network FTP server. These files can be delimited or fixed column.

8.2. The software and hardware shall be supported by the Contractor's own employees or its Subcontractor's employees. All technical support personnel are included in the personnel background checks required.

8.3. The Contractor shall provide the latest available version of the software being proposed and shall provide free upgrades as the software provider makes them available and debugged.

8.4. The Contractor shall provide training to MDCR at start of the contract at the detention facilities including but not limited to user seminars, one-on-one hands on training, audiovisual and online tutorial training.

8.5. Access to the database shall be limited to approved Contractor's support personnel to protect the integrity of the data structure and accounting principles. All of the Contractor's personnel working on the MDCR project shall execute a confidentiality agreement with MDCR.

8.6. The Contractor shall provide a complete implementation plan for MDCR approval. Implementation plan shall include schedule for delivery and installation of hardware and software. Deadline for implementation shall not extend beyond 90 days past the start date of the contract.

8.7. The Contractor shall provide a complete conversion plan from current accounting database and application. Conversion plan shall include a testing plan. The 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.

8.8. The Contractor shall provide complete data backup capabilities to include on-site and off-site backups.

8.9. The Contractor's System shall be redundant to minimize downtime.

8.10. The Contractor's System shall restrict Commissary sales based upon medical needs, security needs and inmate disciplinary reasons.

8.11. The Contractor's System shall allow both MDCR and the inmates to check on the status of any complaints.

8.12. At least twice a year, the Contractor shall provide a report to MDCR advising of any new trends and technological enhancements in the industry.

9. Software Inmate Accounting (Banking) Functionality

The Contractor shall own the rights to all installed software and also own licenses allowing installing, supporting, and modifying the software.

9.1. The System 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
- Deposits received
- Deposits from earnings outside (e.g., Payroll checks) and earnings while incarcerated (e.g., Inmate Payroll)
- Commissary refunds within 24 hours or by the next delivery, whichever is first
- 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

9.2 The System shall monitor inmate accounts to detect unusual activities and provide e-mail 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 activities.

9.3 The System shall allow MDCR personnel to apply holds and freeze accounts.

9.4 The System shall allow for the transfer of accounts from and to other facilities in other jurisdictions.

9.5 The System shall identify accounts based on CIN number and link/unlink those accounts. Identification shall occur within 48 hours of booking.

9.6. The System shall support more than 40 concurrent users, not including kiosks.

9.7. The System shall perform all transactions live, online and shall provide a paperless audit trail. MDCR users shall have the ability to obtain hard copies of all reports and transactions. (See Appendix C for number of printers.)

9.8. The 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. *

9.9. The System shall allow the users to make closing of period adjustments (monthly and yearly).

9.10. The System shall allow the 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. *

9.11. The System shall provide automatic printing of Release Media (MICR check writing and money order or debit card) and a positive pay module compatible with System used by the County's chosen bank. The System shall perform multiple releases in one check when inmates are transferred to other facilities in other jurisdictions.

9.12. The System shall accept and read scanned forms for entry of commissary sales. Selected Proposer shall provide and maintain scanners needed for this function. The System shall also accept scanned entries for medical charges and other fees assessed by the County.

9.13. The System shall not charge inmates for "out of stock items". The Contractor shall keep track of inventory to avoid fictitious sales and generating unnecessary extra work.

9.14. The 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. The Contractor shall provide at least 4 cash boxes to accept bills and coins in intake locations to improve accuracy and security of cash handling.

9.15. The System shall allow users to readily request reports from information contained in the database, including demographic data.

9.16. The System shall identify inactive accounts and segregate them. The Contractor shall prepare a yearly report to State of Florida to comply with Abandoned Funds Laws.

9.17. The System shall keep accounts and run financial reports based on different segments with special Accounting needs (e.g., Community Corrections needs a system to calculate fees, Jail Industries needs inmate payroll capabilities, neither one of these segments are subject to subsistence fees).

9.18. The System, in conjunction with CJIS, will import the security classification from CJIS and shall classify inmates according to security and health criteria established by the County and restrict commissary item sales according to that criterion.

9.19. The System shall allow overwrites to booking information and correction of errors by MDCR Supervisors in the Finance Department and Property Rooms.

9.20. The System shall allow collecting and storing inmate signatures for future identification and verification of transactions.

9.21. The System shall allow transfers between accounts by authorized personnel only.

9.22. The 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.

9.23. The System shall allow for biometric identification of inmates, not inclusive of the Fund Disbursement/Intake Devices, as indicated above in Section 7.7.

9.24. The Contractor shall provide two on-site technicians with extensive knowledge of the hardware and software to service the County and be on call to support the operation 24 hours a day, 7 days a week. The technicians shall respond within 30 minutes and resolve the problem within two hours. If the problem is not resolvable within two hours, the technicians shall provide a work plan and schedule acceptable to MDCR for resolving any outstanding issues. At least one of the technicians shall be certified by Academy MCSE 2008+Security Boot Camp (BOOTMCSE03S). Both Technicians shall be familiar with all aspects of the operating system.

9.25. The 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.

9.26. System shall establish a second account earmarked for payment of cash bonds. Authorized personnel from MDCR shall be able to transfer funds to and from inmate regular and bond accounts. *

9.27. MDCR shall be able to view any invoice electronically and print out a copy.

10. Property Module

The 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 and shall report by location, dates and individual inmates.

10.1. Module shall record all inmate property at time of booking, secondary intake, deletions and additions.

10.2. Module shall make provisions to itemize inmate property at time of release or through other authorization.

10.3. 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 County and shall be fully operational by October 1, 2009.

10.4. Module shall identify items by property categories not limited to clothing, documents, accessories, jewelry, coins, and miscellaneous items.

10.5. Module shall identify the following items:
- Storage location as determined by MDCR
- Employee performing transactions
- Individual bringing additional property or monies
- Person receiving property
- Abandoned property

10.6. Module shall have purging capability and shall segregate valuable property such as jewelry and electronics.

11. Additional Modules

11.1. The Contractor shall provide an Inmate Payroll Module, with automatic posting to inmate accounts after user enters hours worked by inmate and authorized hourly rate.

11.2. The Contractor shall provide a House Arrest and Monitoring 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 and shall track collections. *

11.3. The Contractor shall provide a Cash Bond Module, to accept payment and do automatic transfers from Inmate Commissary account. Module shall keep track of bond deposits and disbursements and cash bond escrow account.

11.4. The Contractor shall provide a Subsistence Fees (pay per stay) Module with automated entry and the ability to keep track of receivables owed to MDCR by the inmate. The 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 Fee Module shall process subsistence fees collection daily. The Module shall also allow for multiple types of collections with different collection schedules.

11.5. The Contractor shall provide an Indigent Module to properly identify indigent inmates and assign indigent packs according to criteria provided by the County.

11.6. 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.

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

12. Reporting Requirements

12.1. The Contractor shall provide a monthly report to MDCR. The reports shall be delivered electronically in order to provide a paperless environment. The reports shall also be available, at the County's request, quarterly, yearly and on demand. The report shall include:

- 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

13. Annual Audit

Pursuant to Florida State Statute 951.23, MDCR will have an annual audit conducted of the Contractor's fiscal management of the sales and commission reports and inmate order histories related to the services being provided in this Agreement by a third party. The Contractor shall pay the costs of the 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.

14. Web Based Applications

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 before the end of the initial 4 year period of the Contract. The Contractor shall report to MDCR new trends and technological enhancements at least twice per year.

15. Additional Equipment/Services

The following "Additional Services" are at the County's sole discretion. These services are in addition to, and priced separately from, the above required services.

15.1 The Contractor shall provide additional inmate kiosks if required by MDCR for commissary entries, inquiries and banking services at any new facility added or an existing facility remodeled by MDCR that will alter the location of inmates. Costs of the kiosk is included in Appendix B – Price Schedule. The Contractor shall install additional inmate kiosks at existing facilities or at new or remodeled facilities if required by MDCR at no additional cost other than the cost of the kiosk.

15.2 The County reserves the right to request from the Contractor enhancements/modifications to the System's Software. The Contractor's enhancements/modifications shall be negotiated between the MDCR and the Contractor prior to installation.

16. Optional Services

The following "Optional Services" are services that the County may or may not request from the Contractor. MDCR may elect to have the Contractor deliver the orders directly to each inmate's cell. Price of the Optional Services is included in Appendix B – Price Schedule. The Contractor shall provide a detailed plan for providing these services within thirty days from request from the County. Said plan shall include, but not limited to the following services:

1. Transportation of delivery totes to the housing locations.
2. Delivery of orders to the inmates and collection of scan order forms from facilities without kiosks.
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.
4. Submittal of original signed copies to MDCR on a weekly basis, organized by housing location.

Note: (*) These functions shall be fully operational by October 1, 2009.

Appendix B

Price Schedule

A. COMMISSION RATE

The Contractor shall provide all of the services in the Scope of Services (except the Additional Services described in Section 15 and Optional Services described in Section 16 of the Agreement), furnish the equipment listed in Attachment A, and shall pay to the County, on all commissionable sales, the following commission.

Commission Rate (39%) Thirty-nine percent

B. PRICING FOR BILLABLES

The following pricing are for Welcome and Indigent Packages, Additional Equipment, and Optional Services the County may or may not purchase or exercise.

1. Welcome and Indigent Packages

Kit A	Indigent Kit $1.59	Unit Price
1	Security Toothbrush	$0.05
1	Deodorant 1.5 oz	$0.40
1	Security toothpaste	$0.16
1	5-inch flex comb	$0.04
1	Stamped envelope #10	$0.70
4	Sheets of writing paper 8.5x11	$0.02
1	Security pen	$0.23

Kit B	Indigent Kit $1.59	
1	Shampoo .34 oz	$0.09
1	Deodorant 1.5 oz	$0.40
1	Security toothpaste	$0.16
1	Soap .5 oz	$0.03
1	Stamped envelope #10	$0.70
4	Sheets of writing paper 8.5x11	$0.02
1	Security pen	$0.23

Kit C	Indigent Kit $1.59	
1	Security Toothbrush	$0.05
1	Deodorant 1.5 oz	$0.40
1	Hand & Body Lotion .75 oz	$0.32

Kit D	Indigent Kit $1.59	Unit Price
1	Security Toothbrush	$0.05
1	Deodorant 1.5 oz	$0.40
1	Security toothpaste	$0.16
1	Soap .5 oz	$0.03
1	Stamped envelope #10	$0.70
4	Sheets of writing paper 8.5x11	$0.02
1	Security pen	$0.23

Kit E	Indigent Kit $1.59	
1	Security Toothbrush	$0.05
1	Deodorant 1.5 oz	$0.40
1	Security toothpaste	$0.16
1	5-inch flex comb	$0.04
1	Stamped envelope #10	$0.70
4	Sheets of writing paper 8.5x11	$0.02
1	Pencil 3"	$0.04

Kit F	Welcome Kit $.65	
1	Security toothpaste	$0.16
1	Deodorant 1.5 oz	$0.40
1	Security toothbrush	$0.05

1	5-inch flex comb	$0.04	1	5-inch flex comb	$0.04
1	Stamped envelope #10	$0.70			
4	Sheets of writing paper 8.5x11	$0.02			
1	Security pen	$0.23			

Note:

1. Welcome and Indigent Packages are not commissionable.
2. The County, at it's sole discretion, may purchase individual items at the Unit Price to customize a kit provided the cost does not exceed the $3.00 maximum.

2. Additional Equipment – Kiosk and Component Pricing

Kiosk (Unit/Frame)	$2,599.00
Touch Screen	$799.00
WYSE Terminal	$899.00
Shell	$299.00
Fans, Plugs, Cords, Cables	$199.00

C. OPTIONAL SERVICES

If the County exercises its right to implement this option, the Contractor shall provide all of the services in the Scope of Services (except the Additional Services described in Section 15), furnish the equipment listed in Attachment A, and shall pay to the County, on all commissionable sales, the following commission.

Commission Rate (35%) Thirty-five percent

Notes:

1. All Rates and Prices are fixed and firm.
2. All out-of-pocket expenses, including employee travel, per diem, and miscellaneous costs and fees, shall be included in the Commission Rate, as they shall not be reimbursed separately by the County.

Appendix C

Equipment Schedule

1. One (1) - Dell Power Edge Rack Mount Server Inmate Request
   3.16 GHz – 4 GBRAM – MS 2K3 Server – 24 X 4 X 7
2. One (1) - Dell Power Edge Rack Mount Server Inmate Trust Fund & Accounting
   3.16 GHz – 4 GBRAM – MS 2K3 Server – 24 X 4 X 7
3. Five (5) - Dell Power Edge Rack Mount Server Inmate Commissary via Housing Unit Kiosks
   3.16 GHz – 4 GBRAM – MS 2K3 Server – 24 X 4 X 7
4. One (1) - Dell Power Edge Rack Mount Server Property Room
   3.16 GHz – 4 GBRAM – MS 2K3 Server – 24 X 4 X 7
5. Ten (10) - Dell Optiplex PC's 3.2 GHz / 1 GIGRAM / 160 GIG HD – MS XP Pro
   17 FPM with flat screen monitor
6. Thirteen (13) - Hewlett Packard 1022 Laser Jet Printers
7. Ten (10) - Epson TMU 375 Receipt Printers
8. Three (3) - Tripp Lite 1080 Uninterruptible Power Supplies
9. Five (5) - TouchPay Lobby Kiosks
10. Ninety-six (96) - Inmate Housing Unit Kiosks K3
11. Twelve (12) - Order Track Signature capture Hand Held technology Pocket PC
12. Debit card release technology
13. Ten (10) - Dell Lattitude XT Laptops
14. Forty (40) - Dell Optiplex 755's
15. Two Hundred-fifty (250) - Hot Pots
16. One Hundred-fifty (150) - Microwaves

Appendix D

Amortization Schedule

Total Investment $824,154

Month	Amortization ($)	Balance ($)
1	17,170	806,984
2	17,170	789,814
3	17,170	772,644
4	17,170	755,474
5	17,170	738,304
6	17,170	721,134
7	17,170	703,964
8	17,170	686,794
9	17,170	669,624
10	17,170	652,454
11	17,170	635,284
12	17,170	618,114
13	17,170	600,944
14	17,170	583,774
15	17,170	566,604
16	17,170	549,434
17	17,170	532,264
18	17,170	515,094
19	17,170	497,924
20	17,170	480,754
21	17,170	463,584
22	17,170	446,414
23	17,170	429,244
24	17,170	412,074
25	17,170	394,904
26	17,170	377,734
27	17,170	360,564
28	17,170	343,394
29	17,170	326,224
30	17,170	309,054
31	17,170	291,884
32	17,170	274,714
33	17,170	257,544
34	17,170	240,374
35	17,170	223,204
36	17,170	206,034
37	17,170	188,864
38	17,170	171,694
39	17,170	154,524
40	17,170	137,354
41	17,170	120,184
42	17,170	103,014
43	17,170	85,844
44	17,170	68,674
45	17,170	51,504
46	17,170	34,334
47	17,170	17,164
48	17,170	0

Appendix E

TouchPay Fee Schedule

1. COMMISSARY DEPOSITS

   a. Cash Deposits

Amount of Deposit	Convenience Fee
$0.00 to $20.00	$3.00
$20.01 to $50.00	$5.00
$50.01 to $200.00	$6.00

   b. Credit Card/Debit Card Transactions - $5.00 convenience fee plus 3.5% of the face amount of each transaction.

2. BAIL OR SELF-BOND

   a. Cash Transactions - $5.00 convenience fee for the first $200.00 of the deposit plus $5.00 for each additional $100.00 of incremental deposit over the first $200.00 of the face amount of each transaction.

   b. For Credit Card/Debit Card Transactions - $5.00 convenience fee of plus 7.5% of the face amount of each transaction.

Note: Fees listed here are charges to the TouchPay clients and are not commissionable. The County is not responsible for these fees.