


Date: June 2, 2026

To: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

From: Daniella Levine Cava 
Mayor

Subject: Recommendation to Award a Contract for Rounds, Inmate, and Detainee Tracking Management Solution

Agenda Item No. 8(P)(7)

Executive Summary

This item is for the purchase of a comprehensive rounds, inmate, and detainee tracking management solution (Solution) for Miami-Dade Corrections and Rehabilitation Department (MDCR). This Solution will enhance the efficiency, accuracy, safety, and accountability of officer round checks and inmate tracking operations by enabling MDCR to monitor and track inmates and detainees in real time, including location monitoring, movement management, security checks, and daily routines within housing units and throughout correctional facilities. This enhanced visibility will support timely responses to potential security breaches, unusual activity, and operational concerns, while promoting a safer environment for inmates, detainees, and staff.

Approval of this contract will also allow MDCR to modernize and centralize rounds, inmate, and detainee data management; facilitate real-time access to operational information; provide secure and controlled access to critical data; increase operational efficiency; improve compliance monitoring; support court movements, and other inmate program activities. The Solution will provide analytics to identify efficiencies, trends, and potential issues, while reducing and ultimately eliminating MDCR's reliance on paper-based processes.

Recommendation

It is recommended that the Board of County Commissioners (Board) approve a competitive contract award, *Contract No. EVN0013523, Rounds, Inmate, and Detainee Tracking Management Solution*, to CODEX Corp., in the amount of \$7,000,000 for an initial five-year term and one, five-year option to renew for MDCR.

Background

A Request for Proposals was issued under full and open competition on March 21, 2025. On the closing date of May 2, 2025, the County received two proposals. Evaluation meeting was conducted on May 30, 2025. Negotiations commenced on June 23, 2025, and concluded on January 13, 2026. The extended negotiation period ensured that the resulting agreement fully and comprehensively reflects the County's best interest, including applicable terms, conditions and scope of responsibilities. A copy of the Coordinator's Report is attached.

CODEX Corp. has the necessary experience and qualifications, and a strong, well-structured approach to delivering a rounds, inmate, and detainee tracking management solution to meet the needs of MDCR. The firm's proposal demonstrated a clear understanding of the County's requirements, addressed the technical scope effectively, and reflected relevant experience and capabilities. The proposed project approach and solution components are well-aligned with the County's functional and operational needs.

This contract will provide MDCR with enhanced accuracy, safety, and accountability in the management and tracking of inmates and detainees, which is critical to MDCR operations. The Solution will be compliant with the FBI's Criminal Justice Information Services (CJIS) Security Policy, ensuring secure handling of criminal justice information. Additionally, the Solution will streamline and improve the efficiency and accuracy of inmate tracking and supervisory rounds by enabling real-time monitoring of

inmate and detainee activity. This capability will allow supervisors to proactively ensure compliance with operational protocols and enhance the safety of both inmates and staff. The Solution will further strengthen compliance and accountability through comprehensive recordkeeping, including detailed logs of rounds, inmate movements, interactions, incidents, and activities, supported by robust reporting and analytical tools to meet regulatory and operational requirements.

Scope

The scope of this item is countywide in nature.

Fiscal Impact/Funding Source

The fiscal impact for the initial five-year term is \$4,000,000. Should the County choose to exercise, at its sole discretion, the one, five-year option to renew, the estimated cumulative value will be \$7,000,000. This amount includes a thirteen percent contingency to accommodate potential additions and support for projected sites during the contract term, including replacement jail sites 1 and 2, as well as enhancements, customizations, optional professional services, and auxiliary hardware that may be required in the future.

Department	Allocation	Funding Source	Budgeted	Contract Manager
MDCR	\$7,000,000	General Fund	FY2025-26 Adopted Budget, Volume 2, Page 54, Capital	Christopher Moreno
Total	\$7,000,000			

Track Record/Monitor

Natalya Vasilyeva of the Strategic Procurement Department (SPD) is the Division Director.

Delegated Authority

If this item is approved, the County Mayor or County Mayor's designee will have the authority to execute the agreement and exercise all provisions of the contract, including any cancellation, renewal, or extensions, pursuant to Section 2-8.1 of the County Code and Implementing Order 3-38.

Vendor(s) Recommended for Award

Pursuant to Resolution No. R-477-18, the highest-ranked proposer is recommended in accordance with the method of award per the solicitation and is non-local. No local firms were identified as having the experience and expertise commensurate with service requirements of the scope of work.

Vendor	Principal Address	Local Address	Number of Employee Residents	Principal
			1) Miami-Dade 2) Percentage*	
CODEX Corp.	7901 4 th St N, Ste 300 St. Petersburg, FL	None	0	Ken Dalley
			0%	

*Provided pursuant to Resolution No. R-1011-15. Percentage of employee residents is the percentage of vendor's employees who reside in Miami-Dade County as compared to the vendor's total workforce.

Vendor Not Recommended for Award

Vendor	Local Address	Reason for Not Recommending
TimeKeeping Systems, Inc.	No	Evaluation Scores/Ranking

Due Diligence

Pursuant to Resolution No. R-187-12, due diligence was conducted in accordance with SPD's Procurement Guidelines to determine vendor responsibility, including verifying corporate status and that there are no performance and compliance issues through various vendor responsibility lists and a keyword internet search. The lists that were referenced included convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties. There were no adverse findings relating to vendor responsibility.

Pursuant to Resolution No. R-252-25, efforts were made to identify any potential piggybacking opportunities prior to issuance of a competitive solicitation. No contracts were identified for accessing.

Applicability of Ordinances and Contract Measures

- The two percent User Access Program applies.
- The Small Business Enterprise Selection Factor and Local Preference applied.
- The Living Wage Ordinance does not apply.

Attachment



Arnold Palmer
Chief of Public Safety

Memorandum



Date: June 2, 2025

To: Namita Uppal, C.P.M.
Director and Chief Procurement Officer
Strategic Procurement Department

From: Netanya Hogu *Netanya Hogu*
Review Team Coordinator

Subject: Report of Review Team for Request for Proposals (RFP) No. EVN0013523, Rounds, Inmate and Detainee Tracking Management Solution

The Strategic Procurement Department (SPD) issued a competitive Request for Proposals on March 21, 2025 through the Expedited Purchasing Program, on behalf of Miami-Dade Corrections and Rehabilitation Department (MDCR) to obtain proposals from qualified firms to provide Rounds, Inmate and Detainee Tracking Management Solution. The County anticipates awarding a contract for a five-year initial term, with one five-year option to renew term.

On May 2, 2025, two proposals were received in response to the solicitation. The Review Team has completed the evaluation of both proposals following the guidelines published in the solicitation.

Review Team meeting dates:

May 8, 12 and 16, 2025 (Kick-off Meetings)
May 30, 2025 (Evaluation, Scoring and Recommendation)

Verification of compliance with contract measures:

A Small Business Enterprise selection factor was assigned to this solicitation. Neither of the proposers qualified for the selection factor.

Verification of compliance with minimum qualification requirements and responsiveness:

The solicitation did not have any minimum qualification requirements. The proposal from CODEX Corp. was forwarded to the County Attorney's Office (CAO) for review. The CAO deemed the proposal responsive. A copy of the CAO's opinion is attached.

Local Certified Veteran's Business Enterprise Preference:

Veteran's Preference was considered. Neither of the proposers qualified for the preference.

Office of the Inspector General (OIG) and/or Commission on Ethics and Public Trust (COE) Reports, Findings and/or Enforcement Documentation for Proposer and Subcontractor(s):

Staff submitted a request to the OIG and COE on May 4, 2025. Responses were received on May 5, 2025, and May 12, 2025, respectively advising that no reports were found.

Summary of scores:

The Review Team conducted scoring in accordance with the criteria outlined in the solicitation. The Review Team decided not to hold oral presentations. The final scores are as follows:

Proposer	Technical Score <i>(max.2400)</i>	Price Score <i>(max.600)</i>	Total Combined Score <i>(max.3000)</i>	Price Submitted <i>(Initial 5-Year Term)</i>
1. CODEX Corp	2299	568	2867	\$3,886,027.40
2. TimeKeeping Systems, Inc.	2054	560	2614	\$3,930,000

Upon review of scores, there were no variances identified that exceeded 33% of the average score by all Review Team members by criteria.

Local Preference:

Local Preference was considered, but did not affect the outcome as none of the proposers were local.

Administrative Leave Eligibility:

The following County employees served as scoring members of the Review Team and timely completed all committee-related duties, including submittal of the Neutrality Affidavit within three business days from Review Team Coordinator’s notification; initial scoring within 30 calendar days of Review Team Coordinator’s completion of required reviews; and are hereby entitled to one (1) day of paid administrative leave pursuant to Implementing Order No. 3-34.

Employee’s Name	Employee’s Department
Ray Conforti	MDCR
Gilberto Figueroa	MDCR
Marcelle Barrett	MDCR

Deadlines for Completion of Tasks During Evaluation:

Implementing Order No. 3-34, Formation and Performance of Competitive Selection Committees and *Implementing Order No. 2-13, Guidelines and Procedures Regarding Legal Opinions*, establishes certain timeframes for the completion of reviews and receipt of information during the evaluation phase. Timeframes for completion of tasks are included in the table below:

<u>Task</u>	Date	Number of Days* per I.O.	Actual Number of Days*
Proposals received	5/2/25	NA	NA
Upon Proposal Submission: SPD Review within 10 Calendar Days			
SPD sent proposals to CAO for responsiveness	5/10/25	10	8
SPD sent list of proposers/subcontractors to Review Team members for Neutrality Affidavit	5/4/25	10	2
After SPD Review Above: Below Tasks Completed Concurrently within 30 Calendar Days Total			
Review Team members returned completed Neutrality Affidavit to SPD within three business days of request	05/05/25	3*	1*
CAO provided opinion to SPD	5/29/25	30	19
After Above Tasks Completed, Conduct Scoring Meeting(s)**			
Scoring meeting	5/30/25	30	1

* All numbers listed are calendar days except when marked with an asterisk are business days.

**Scoring to be scheduled within 30 days from all required background checks, responsiveness and compliance reviews

Negotiations:

The Review Team recommends that the County enter into negotiations with the highest ranked proposer, CODEX Corp. (CODEX). The following individuals will participate in the negotiations:

- Netanya Hogu, Procurement Contracting Officer 2, SPD
- Christopher Moreno, Chief, MDCR
- Gilbert Figueroa, Commander, MDCR
- Jeff Gottstein, Consultant, MDCR

Technical and operational assistance and feedback will be requested from appropriate staff as needed during the negotiation process.

Consensus Statement:

The Review Team determined that CODEX possesses the necessary experience, qualifications, and a strong, well-structured approach to delivering a rounds, inmate, and detainee tracking management solution that meets the needs of MDCR. The firm’s proposal demonstrated a clear understanding of the County’s requirements, addressed the technical scope effectively, and reflected relevant experience and capabilities. The proposed project approach and solution components align with the County’s functional and operational needs. Additionally, CODEX’s pricing proposal for the solution is within the County’s budget.

Copies of the score sheets are attached for each Review Team member, as well as a composite score sheet. Your approval of the Review Team’s recommendation is requested.

Approved



Digitally signed by Namita Uppal
DN: cn=Namita Uppal,
o=Miami Dade County,
ou=Chief Procurement Officer,
email=uppaln@miamidade.gov, c=US
Date: 2025.06.09 17:29:13 -04'00'

Namita Uppal, C.P.M.
Director and Chief Procurement Officer

Date

Date: May 29, 2025

To: Natalya Vasilyeva
Procurement Contracting Manager
Strategic Procurement Department

From: Melanie Spencer
Assistant County Attorney

Subject: Request for Responsiveness Determination, RFP No. EVN0013523, Rounds Inmate and Detainee Tracking Management System

You have asked this office if the proposal submitted by Codex, Corp. (Codex) in response to a Request for provide an integrated Rounds, Inmate and Detainee Tracking Management (the “Solicitation”) is responsive. I rely on the information provided in your memorandum dated May 10, 2025.

BACKGROUND

The purpose of the Solicitation was to solicit proposals for an integrated Rounds, Inmate and Detainee Tracking Management Solution to provide an off-the-shelf packaged software solution to support MDCR processes within the jail specifically around the areas of Correctional Officer Rounds/Checks, the related recording of face-to-face observations, the effective tracking of detainee movements and compliance with programs, recreation, court, implementation and integration services.

DISCUSSION

You have raised three issues with Codex’s proposal. Each issue will be dealt with in turn. The first issue identified in your memorandum is that certain portions of Codex’s proposal were marked proprietary and confidential. However, Codex executed the Waiver of Confidentiality form included in the Solicitation.

Codex, like the other proposers responding to this Solicitation, was asked to submit proposals through the County’s BidSync system. One of the documents required by BidSync was the “Submittal Form” requiring proposers to provide pertinent corporate information and execute certifications and waivers required by the County as a precondition of submitting proposals. Contained on the Submittal Form is a provision titled “WAIVER OF CONFIDENTIALITY AND TRADE SECRET TREATMENT OF PROPOSAL.” That provision contains the following language:

The Proposer acknowledges and agrees that the submittal of the Proposal is governed by Florida’s Government in the Sunshine Laws and Public Records Laws as set forth in Florida Statutes Section 286.011 and Florida Statutes Chapter 119. As such Materials submitted as part of, or in support of, the proposal will be available for public inspection after opening of proposals and mat be considered by the County or a selection committee in public.

By submitting a proposal pursuant to this Solicitation, Proposer agrees that all such materials may be considered to be public records. The Proposer shall not submit any information in response to this Solicitation which the Proposer considers to be a trade secret, proprietary or confidential.

In the event that the Proposal contains a claim that all or a portion of the Proposal submitted contains confidential, proprietary or trade secret information, the Proposer, by signing below, knowingly and expressly waives all claims made that the proposal, or any part thereof no matter how indicated, is confidential, proprietary or a trade secret and authorizes the County to release such information to the public for any reason.

(emphasis in original).

Codex electronically executed this waiver and submitted an unaltered Submittal Form through the BidSync system. Codex's execution of the waiver contained in the Submittal Form, by its express terms, "knowingly and expressly waives all claims made that the proposal, or any part thereof no matter how indicated, is confidential, proprietary or a trade secret and authorizes the County to release such information to the public for any reason." Accordingly, the marking of certain portions of the proposal proprietary and confidential does not render Codex's proposal non-responsive.

The second issue raised in your memorandum is that in Table B1 of its proposal, Codex noted that "Price is based upon ADP for each facility" in the description column for each license type. The Scope of Services included with the Solicitation includes a facility environment table specifying the Average Daily Population ("ADP") for each of the four correctional housing facilities. Codex's additional language is consistent with the language provided in the scope of the Solicitation and does not render their proposal non-responsive.

The third and final issue raised in your memorandum is that Codex, in addition to providing the required Price Proposal Schedule, included a supplemental document that summarized the total costs for year one of the contract. Codex's proposal described supplemental document as a "as summary of total year one cost and annual SRF costs per year." The supplemental document has language indicating an expiration date of July 21, 2025, and includes a disclaimer stating that "[t]his quote is valid only until the expiration date. Any changes in circumstances, market conditions, or other factors beyond this date may affect the accuracy and applicability of the quote information..." The supplemental document also includes a notation indicating that it is an "estimate for budgeting purposes only." In your memorandum you have noted that there is no discrepancy between the supplemental document and the figures provided in the required Price Proposal Schedule.

The purpose of the competitive bidding process is, among other things, "to secure fair competition upon equal terms to all bidders . . . and to afford an equal advantage to all desiring to do business with the county, by affording an opportunity for an exact comparison of bids." *Harry Pepper & Assocs., Inc. v. City of Cape Coral*, 352 So. 2d 1190, 1192 (Fla. 2d DCA 1977). In general, a bid may be rejected or disregarded if there is a material variance between the proposal and the advertisement. A minor variance, however, will not invalidate the proposal. *See Robinson Elec. Co. v. Dade Cnty*, 417 So. 2d 1032, 1034 (Fla. 3d DCA 1982). It is established that responses to a solicitation must be capable of assuring the County that, if accepted, the proposal will result in a contract that can be performed in

accordance with the requirements of the solicitation. *See, e.g., Glatstein v. City of Miami*, 399 So. 2d 1005, 1007-08 (Fla. 3d DCA 1981).

Here, because Codex provided pricing in the required Price Proposal Schedule and the information contained in the supplemental document does not conflict with the information provided in the Price Proposal Schedule, the inclusion of the supplemental document does not render Codex’s proposal non-responsive. The County can be assured that the pricing provided in Price Proposal Schedule is the pricing provided by Codex as the supplement is an “estimate” for year one and is consistent with the pricing in the Price Proposal Schedule. Additionally, the Solicitation includes the following language clarifying what pricing will be considered in evaluation: “* **Note: Total Proposed Price shall be equal to the Proposed Price stated in Section A above. In case of conflict, the prices outlined in Section A shall prevail over all other sections.**” (emphasis in original). There is no inconsistency between the pricing in the supplement provided by Codex, and even if there was, the pricing in the Price Proposal is the prevailing price. Finally, the pricing in the Price Proposal Schedule is for the initial 5-year term, so even if the pricing for year one in the supplement somehow includes an expiration date, the total cost for the 5 years remains the same.

In conclusion, none of the issues raised in your May 10, 2025, memorandum render Codex’s proposal non-responsive.


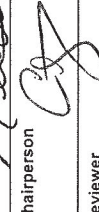
Melanie Spencer

Melanie J. Spencer

RFP No. EVND013523
 TITLE: Rounds, Inmate and Detainee Tracking Management Solution
 EVALUATION OF PROPOSALS

COMPOSITE

EVALUATION CRITERIA	PROPOSERS	Maximum Points Per Member	Maximum Total Points (3_members)	CODEX Corp	TimeKeeping Systems Inc.
1. Relevant Experience and Qualifications Proposer's relevant experience and qualifications, including key personnel and experience and qualifications of Subcontractors that will be assigned to this project		200	600	574	538
2. Project Approach Proposer's approach and methodology to providing the Services requested in this Solicitation defined by the Scope of Work of this Solicitation		200	600	576	444
3. Solution Components and Functionality Proposer's ability to meet the functional and technical specifications described in this Solicitation, together with an evaluation of how well the Proposal matches the County's needs described in this Solicitation					
3.1 General Functionality, interfaces and Industry Standards		100	300	281	265
3.2 Solution Functionality		120	360	348	320
3.3. IT Security		100	300	287	273
3.4. Device Requirements		80	240	233	214
Total Technical Points		800	2400	2299	2054
4. Price Points		200	600	568	560
TOTAL POINTS		1080	3000	2867	2614
		Ranking		1st	2nd

Signature:  Chairperson
 Signature:  Reviewer
 Print Name: Netanya Hoagy
 Print Name: Christian Chavez
 Date: 5/30/25
 Date: 5/30/25

RFP No. EVN0013523
TITLE: Rounds, Inmate and Detainee Tracking Management Solution
EVALUATION OF PROPOSALS

COMMITTEE MEMBER NAME: Marcelle Barrett

EVALUATION CRITERIA	PROPOSERS	Maximum Points	CODEX Corp	TimeKeeping Systems Inc.
1. Relevant Experience and Qualifications Proposer's relevant experience and qualifications, including key personnel and experience and qualifications of Subcontractors that will be assigned to this project		200	190	175
2. Project Approach Proposer's approach and methodology to providing the Services requested in this Solicitation defined by the Scope of Work of this Solicitation		200	187	140
3. Solution Components and Functionality Proposer's ability to meet the functional and technical specifications described in this Solicitation, together with an evaluation of how well the Proposal matches the County's needs described in this Solicitation				
3.1 General Functionality, Interfaces and Industry Standards		100	90	85
3.2 Solution Functionality		120	115	110
3.3. IT Security		100	95	95
3.4. Device Requirements		80	75	70
4. Price Points		200	188	190
TOTAL POINTS		180	940	865

RFP No. EVN0013523
TITLE: Rounds, Inmate and Detainee Tracking Management Solution
EVALUATION OF PROPOSALS

COMMITTEE MEMBER NAME: Ray Conforti

EVALUATION CRITERIA	PROPOSERS	Maximum Points	CODEX Corp	TimeKeeping Systems Inc.
1. Relevant Experience and Qualifications Proposer's relevant experience and qualifications, including key personnel and experience and qualifications of Subcontractors that will be assigned to this project		200	195	178
2. Project Approach Proposer's approach and methodology to providing the Services requested in this Solicitation defined by the Scope of Work of this Solicitation		200	194	154
3. Solution Components and Functionality Proposer's ability to meet the functional and technical specifications described in this Solicitation, together with an evaluation of how well the Proposal matches the County's needs described in this Solicitation				
3.1 General Functionality, Interfaces and Industry Standards		100	96	80
3.2 Solution Functionality		120	114	95
3.3. IT Security		100	92	78
3.4. Device Requirements		80	78	64
Total Technical Points		800	769	649
4. Price Points		200	180	175
TOTAL POINTS		1000	949	824

RFP No. EVN0013523
 TITLE: Rounds, Inmate and Detainee Tracking Management Solution
 EVALUATION OF PROPOSALS

COMMITTEE MEMBER NAME: Gilbert Figueroa

EVALUATION CRITERIA	PROPOSERS	Maximum Points	CODEX Corp	Time Keeping Systems Inc.
1. Relevant Experience and Qualifications Proposer's relevant experience and qualifications, including key personnel and experience and qualifications of Subcontractors that will be assigned to this project		200	189	185
	2. Project Approach Proposer's approach and methodology to providing the Services requested in this Solicitation defined by the Scope of Work of this Solicitation	200	195	150
3.1 General Functionality, Interfaces and Industry Standards		100	95	100
3.2 Solution Functionality		120	119	115
3.3. IT Security		100	100	100
3.4. Device Requirements		80	80	80
Total Technical Points		800	778	730
4. Price Points		200	200	195
TOTAL POINTS		1000	978	925



MEMORANDUM
(Revised)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: June 2, 2026

FROM: 
Geni Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(P)(7)

Please note any items checked.

- _____ **“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**
- _____ **Statement of social equity required**
- _____ **Ordinance creating a new board requires detailed County Mayor’s report for public hearing**
- _____ **No committee review**
- _____ **Requires more than a majority vote (i.e., 2/3’s present ____, 2/3 membership ____, 3/5’s ____, unanimous ____, majority plus one ____, CDMP 7 votes (majority of membership) ____, CDMP 2/3 members present but not less than 7 votes (majority of membership) ____, CDMP 9 votes (2/3 membership) _____) to approve**
- _____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(P)(7)
6-2-26

RESOLUTION NO. _____

RESOLUTION APPROVING AWARD OF CONTRACT NO. EVN0013523, ROUNDS, INMATE, AND DETAINEE TRACKING MANAGEMENT SOLUTION, TO CODEX CORP. IN THE AMOUNT OF \$7,000,000.00 FOR AN INITIAL FIVE-YEAR TERM AND ONE, FIVE-YEAR OPTION TO RENEW FOR MIAMI-DADE CORRECTIONS AND REHABILITATION DEPARTMENT; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENT AND EXERCISE ALL PROVISIONS OF THE CONTRACT, INCLUDING ANY CANCELLATION, RENEWAL, OR EXTENSIONS, PURSUANT TO SECTION 2-8.1 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA AND IMPLEMENTING ORDER 3-38

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:

Section 1. This board approves award of Contract No. EVN0013523, Rounds, Inmate, and Detainee Tracking Management Solution, in substantially the form attached and made a part hereof, to CODEX Corp. in the amount of \$7,000,000.00 for an initial five-year term and one, five-year option to renew for Miami-Dade Corrections and Rehabilitation Department.

Section 2. This Board authorizes the County Mayor or County Mayor's designee to execute the agreement and exercise all provisions of the contract, including any cancellation, renewal, or extensions, pursuant to section 2-8.1 of the Code of Miami-Dade County, Florida and Implementing Order 3-38.

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:

Anthony Rodriguez, Chairman	
Kionne L. McGhee, Vice Chairman	
Marleine Bastien	Juan Carlos Bermudez
Sen. René García	Oliver G. Gilbert, III
Roberto J. Gonzalez	Keon Hardemon
Danielle Cohen Higgins	Vicki L. Lopez
Natalie Milian Orbis	Raquel A. Regalado
Micky Steinberg	

The Chairperson thereupon declared this resolution duly passed and adopted this 2nd day of June, 2026. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

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

JUAN FERNANDEZ-BARQUIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Brianna E. Donet

Draft Form of Agreement

Rounds, Inmate and Detainee Tracking Management Solution
Contract No. EVN0013523

THIS AGREEMENT for the provision of Rounds, Inmate and Detainee Tracking Management Solution, made and entered into as of this _____ day of _____ by and between Codex Corp, a corporation organized and existing under the laws of the State of Florida, having its principal office at 7901 4th Street N Suite 300, St. Petersburg, FL 33702 (the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 NW 1st Street, Miami, Florida 33128 (the "County") (collectively, the "Parties").

WITNESSETH:

WHEREAS, the Contractor has offered to provide Rounds, Inmate and Detainee Tracking Management Solution, on a non-exclusive basis, that shall conform to the Scope of Services (Appendix A (Attachment A of RFP becomes Appendix A of this Agreement)), Miami-Dade County's Request for Proposal ("RFP") No. EVN0013523 and all associated addenda and attachments, and the requirements of this Agreement; and

WHEREAS, the Contractor has submitted a written proposal dated May 2, 2025 (the "Contractor's Proposal") which is incorporated herein by reference; and

WHEREAS, the County desires to procure from the Contractor such Rounds, Inmate and Detainee Tracking Management Solution 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 "Article" or "Articles" to mean the terms and conditions delineated in this Agreement.
- b) The words "Cybersecurity Products" to mean software and hardware that include technologies, processes, and practices designed to protect information technology networks, devices, programs, and data from attack, damage, or unauthorized access.
- c) The word "Contract" or "Agreement" to mean collectively the (i) Articles, (ii) Scope of Services, (iii) Price Schedule, (iv) all other appendices and attachments hereto, and (v) all amendments issued hereto, and Contractor's Proposal.
- d) The words "Contract Manager" to mean the Chief Procurement Officer, Strategic Procurement Department, or the duly authorized representative designated to manage the Contract.
- e) The word "Contractor" to mean Codex Corp and its permitted successors.
- f) The word "Days" to mean calendar days.
- g) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the Project Manager for review and approval pursuant to the terms of this Agreement.
- h) The words "Developed Works" to mean all rights, title, and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its Subcontractors specifically for the County.
- i) The words "Heightened Security Review" to mean any and all security screening conducted on County employees with access to Cybersecurity Products or any other additional security screenings or reviews the County Mayor or County Mayor's designee

determines necessary to protect the security of the County's information technology networks, devices, programs, and data.

- j) The words "Joint Venture" to mean an association of two or more persons, partnerships, corporations, or other business entities under a contractual agreement to conduct a specific business enterprise for a specified period with both sharing profits and losses.
- k) The words "Licensed Software" to mean the software component(s) provided pursuant to the Contract.
- l) The words "Produced in the United States" to mean shall mean with respect to Cybersecurity Products, a product for which all development and production occurs in the United States.
- m) The words "Project Manager" to mean the County Mayor or the duly authorized representative designated to manage the Project.
- n) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the Work to be performed by the Contractor.
- o) The words "Service" or "Services" to mean the provision of Rounds, Inmate and Detainee Tracking Management Solution services in accordance with the Scope of Services.
- p) 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.
- q) The word "Work" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) Articles 1 through 48 2) Appendix A, 3) Appendix B, 4) Appendix C, 5) Appendix D, 7) Appendix E, 8) Appendix F, and 9) Miami-Dade County's RFP No. EVN0013523 and any associated addenda and attachments thereof, and 5) the Contractor's Proposal.

ARTICLE 3. RULES OF INTERPRETATION

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

ARTICLE 4. NATURE OF THE AGREEMENT

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

ARTICLE 5. CONTRACT TERM

The Contract shall become effective on the date identified on the first page of this Agreement and shall continue through the last day of the 60th month, thereafter. The County, at its sole discretion, may renew this Contract for one (1) five-year term, upon approval of the Board of County Commissioners. The County may extend this Contract for up to an additional one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners (the "Board").

ARTICLE 6. NOTICE REQUIREMENTS

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

(1) To the County

- a) to the Project Manager:

Miami Dade Corrections & Rehabilitation Department
 Attention: Chief Christopher Moreno
 Address: 3505 NW 107 Ave., Doral, FL 33178
 Phone: (786) 263-6279
 E-mail: christopher.moreno@miamidade.gov

and

b) to the Contract Manager:

Miami-Dade County
Strategic Procurement Department
Attention: Chief Procurement Officer
111 NW 1st Street, Suite 1300
Miami, FL 33128-1974
Phone: (305) 375-4900
Email: cpo@miamidade.gov

(2) To the Contractor

Codex Corp. d/b/a GUARDIAN RFID
Attention: Kathy Nichols
Address: 6900 Wedgwood Rd N #325, Maple Grove, MN 55311
Phone: 320-333-3839
E-mail: kathy.nichols@guardianrfid.com

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 price the Contractor will charge to provide the Work to be performed under this Contract. The compensation for all Work performed under this Contract, including all costs associated with such Work, shall be paid in accordance with Appendix B. The County shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the County and the Contractor.

All Work undertaken by the Contractor before County's approval of this Contract shall be at the Contractor's risk and expense.

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

ARTICLE 8. PRICING

Prices shall remain firm and fixed for the term of the Contract, including any extension periods, pursuant to Appendix B; however, the Contractor may offer incentive discounts to the County at any time during the Contract term, including any extension thereof.

ARTICLE 9. METHOD AND TIMES OF PAYMENT

The Contractor may bill the County periodically, but not more than once per month, upon invoices certified by the Contractor pursuant to Appendix B. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County, shall show the County's contract number, and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust (the "Trust"), shall be made in a timely manner and that interest payments be made on late payments. All firms, including Small Business Enterprises, providing goods and services to the County, shall receive payment to maintain sufficient cash flow. In accordance with Section 218.74 of the Florida Statutes, and Section 2-8.1.4 of the Code of Miami-Dade County

(the "Code"), the time at which payment shall be due from the County or Trust shall be forty-five (45) calendar days from receipt of a proper invoice. Billings from prime contractors under services and goods contracts with the County or Trust, that are Small Business Enterprise contract set-aside, bid preference or contain a subcontractor goal, shall be promptly reviewed and payment made by the County or Trust on those amounts not under dispute within fourteen (14) calendar days of receipt of such billing by the County or the Trust pursuant to Sections 2-8.1.1.1.1 and 2-8.1.1.1.2 of the Code. All payments due from the County or Trust, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or Trust.

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

Invoices and associated back-up documentation shall be submitted electronically or in hard copy format by the Contractor to the County as follows:

- Electronic submission (preferred) to invsubp@miamidade.gov; or
- Hard copy format mailed to:
Miami-Dade County, Finance Shared Services
111 NW 1st Street, 26 Floor
Miami, Florida 33128

Invoice shall include a Bill to Address, which is the County department being invoiced for the services.

Bill to: Miami-Dade Corrections & Rehabilitation Department
3505 NW 107 Ave.
Doral, FL 33178
Attention: Chief Christopher Moreno

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, defend 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 Strategic Procurement Department, certificate(s) of insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
- B. Commercial General Liability in an amount not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate not to exclude

Products & Completed Operations. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.
- D. Professional Liability Insurance in an amount not less than \$1,000,000 per claim.
- E. Cyber Liability Insurance in an amount not less than \$1,000,000 per claim.

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

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

OR

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

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

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

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

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

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

ARTICLE 11. MANNER OF PERFORMANCE

- a) The Contractor shall provide the Work described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Work described herein and to full and prompt cooperation by the Contractor in all aspects of the Work. At the request of the County, the Contractor shall promptly remove from the Project any Contractor's employee, Subcontractor, or any other person performing Work hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.

- b) The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for all claims, suits, actions, damages, and costs (including attorneys' fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing Services hereunder at the behest of the County. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and/or demotion of such Contractor's personnel.
- c) The Contractor always agrees that it will employ, maintain, and assign to the performance of the Work a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so, directed upon reasonable request from the County, should the County make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.
- d) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character, and licenses as necessary to perform the Work described herein, in a competent and professional manner.
- e) The Contractor shall always cooperate with the County and coordinate its respective work efforts to maintain the progress most effectively and efficiently in performing the Work.
- f) The Contractor shall comply with all provisions of all federal, state, and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

ARTICLE 12. EMPLOYEES OF THE CONTRACTOR

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

ARTICLE 13. INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 14. DISPUTE RESOLUTION PROCEDURE

- a) The Contractor hereby acknowledges that the Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Contractor's Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- b) The Contractor shall be bound by all determinations or orders and shall promptly comply with every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.

- c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. **Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.**
- d) In the event of such dispute, the Parties authorize the County Mayor or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Mayor's purview as set forth above shall be conclusive, final and binding on the Parties. Any such dispute shall be brought, if at all, before the County Mayor within ten (10) days of the occurrence, event or act out of which the dispute arises.
- e) The County Mayor may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Mayor participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the County Mayor for a decision, together with all evidence and other pertinent information regarding such questions, in order that a fair and impartial decision may be made. Whenever the County Mayor is entitled to exercise discretion or judgement or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Mayor, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.
- f) This Article will survive the termination or expiration of this Agreement.

ARTICLE 15. MUTUAL OBLIGATIONS

- a) This Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the Parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of the Parties.
- b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.
- c) In those situations where this Agreement imposes an indemnity obligation on the Contractor, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for such defense or settlement costs from the Contractor.

ARTICLE 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 Agreement. The Contractor and its Subcontractors and suppliers shall retain such records, and all other documents relevant to the Work furnished under this Agreement for a period of three years from the expiration date of this Agreement and any extension thereof.

ARTICLE 17. AUDITS

The County, or its duly authorized representatives and governmental agencies, shall until the expiration of three years after the expiration

of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its Subcontractors and suppliers which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.

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

ARTICLE 18. SUBSTITUTION OF PERSONNEL

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

ARTICLE 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.

Notwithstanding anything to the contrary in this Agreement, including any work orders, amendments or addendums thereto, the Contractor agrees and acknowledges that the County may assign, transfer, convey, divide or otherwise dispose of this Agreement or a portion thereof, including the County's rights, title, or interest in or to the same, or any part thereof, to an elected County Constitutional Officer, (i.e., Sheriff, Supervisor of Elections, Property Appraiser, Tax Collector or Clerk of Courts) upon the creation of such office in Miami-Dade County without any further consent from the Contractor. Upon the assignment, transfer or conveyance of the Agreement, or a portion thereof, to the elected County Constitutional Officer and the acceptance of such by the elected County Constitutional Officer, the County shall be relieved of all obligations under this Contract, or such portions of the Agreement assumed by the elected County Constitutional Officer.

Should the County assign, transfer or convey only a portion of this Agreement to an elected County Constitutional Officer, the Agreement shall be divided into two separate Agreements and the elected County Constitutional Officer shall assume all pro-rata rights, benefits and obligations of the portion of the Agreement assigned, transferred or conveyed to the elected County Constitutional Officer as if such portion was a separate agreement entered into between the Contractor and the elected County Constitutional Officer. The elected County Constitutional Officer shall exercise all termination, extension or other contractual rights and shall be responsible for all obligations for such portion of the Agreement as of the date of the acceptance of such assignment, transfer, or conveyance. The County shall provide notice of such action to the Contractor within thirty (30) days of any such assignment, transfer, or conveyance.

ARTICLE 20. SUBCONTRACTUAL RELATIONS

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

performed by such Subcontractor will strictly comply with the requirements of this Contract.

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

ARTICLE 21. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

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

ARTICLE 22. SEVERABILITY

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

ARTICLE 23. TERMINATION AND SUSPENSION OF WORK

- a) This Agreement may be terminated for cause by the County for reasons including, but not limited to, (i) the Contractor commits an Event of Default (as defined below in ARTICLE 24) and fails to cure said Event of Default (as delineated below in ARTICLE 25), or (ii) Contractor attempts to meet its contractual obligations with the County through fraud, misrepresentation, or material misstatement.
- b) This Agreement may also be terminated for convenience by the County. Termination for convenience is effective on the termination date stated in the written notice provided by the County.
- c) If County terminates this Agreement for cause under ARTICLE 23(a) above, the County may, in its sole discretion, also terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall pay all direct or indirect costs associated with such termination or cancellation, including attorneys' fees.
- d) The foregoing notwithstanding, if the Contractor attempts to meet its contractual obligations with the County through fraud, misrepresentation, or material misstatement, the Contractor may be debarred from County contracting in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the Code.
- e) In the event that the County exercises its right to terminate this Agreement, the Contractor shall, upon receipt of such notice, unless otherwise directed by the County:

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

ARTICLE 24. EVENT OF DEFAULT

- a) An Event of Default is a material breach of this Agreement by the Contractor, and includes but is not limited to the following:
- i. the Contractor has not delivered Deliverables and/or Services on a timely basis;
 - ii. the Contractor has refused or failed to supply enough properly skilled staff personnel;
 - iii. the Contractor has failed to make prompt payment to Subcontractors or suppliers for any Services;
 - iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
 - v. the Contractor has failed to obtain the approval of the County where required by this Agreement;
 - vi. the Contractor has failed to provide "adequate assurances" as required under subsection b below;
 - vii. the Contractor has failed in the representation of any warranties stated herein; or
 - viii. the Contractor fails to comply with ARTICLE 39.
- b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Work or any portion thereof, the County may request that the Contractor, within the timeframe set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with the

terms of this Agreement. Until the County receives such assurances, the County may request an adjustment to the compensation received by the Contractor for portions of the Work which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed timeframe, the County may:

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

ARTICLE 25. NOTICE OF DEFAULT - OPPORTUNITY TO CURE

If an Event of Default occurs in the determination of the County, the County shall notify the Contractor (the "Default Notice"), specifying the basis for such default, and advising the Contractor that such default must be cured immediately, or this Agreement with the County may be terminated. Notwithstanding, the County may, in its sole discretion, allow the Contractor to rectify the default to the County's reasonable satisfaction within a sixty (60) day period. The County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the County prescribes. The Default Notice shall specify the date the Contractor shall discontinue the Work upon the Effective Termination Date.

ARTICLE 26. REMEDIES IN THE EVENT OF DEFAULT

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

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

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

ARTICLE 27. PATENT AND COPYRIGHT INDEMNIFICATION

- a) The Contractor shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third-party proprietary rights in the performance of the Work.
- b) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to equipment, programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights.
- c) The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.
- d) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that

the applicable Subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).

- e) The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or Subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and Subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

ARTICLE 28. CONFIDENTIALITY

- a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor or its Subcontractors in the course of the performance of such Services, or the results of such Services, or for which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, Subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial information shall be considered Confidential Information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, Subcontractors, or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state, or local law in regard to the privacy of individuals.
- b) The Contractor shall advise each of its employees, agents, Subcontractors, and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or Subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.
- c) In the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, Subcontractors, or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

ARTICLE 29. PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of the public records laws of the State of Florida (the "Public Records Law").

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 (the "Computer Software"). All third-party license agreements must also be honored by the Contractor and its employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by the

contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers, and all information technology software.

The Contractor will report to the County any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure, or removal from the County's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure, or removal.

ARTICLE 30. PROPRIETARY RIGHTS

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

ARTICLE 31. SUPPLIER/VENDOR REGISTRATION/CONFLICT OF INTEREST

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

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

The Contractor confirms its commitment to comply with the vendor registration requirements and the associated affidavits available in **INFORMS** at <https://supplier.miamidade.gov>.

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

ARTICLE 32. INSPECTOR GENERAL REVIEWS

Independent Private Sector Inspector General Reviews

Pursuant to Miami-Dade County Administrative Order No. 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (the "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to the Contractor, its officers, agents, employees, Subcontractors, and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities, and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts. The cost of the audit for this Contract shall be one quarter of one percent (0.25%) 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 of one percent (0.25%) 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 Board; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Implementing Order No. 3-38; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter of one percent (0.25%) 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 Trust contracts, transactions, accounts, records, and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing

projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications, and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of IPSIGs to audit, investigate, monitor, oversee, inspect, and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

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. FEDERAL, STATE, AND LOCAL COMPLIANCE REQUIREMENTS

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

- a) Equal Employment Opportunity clause provided under 41 C.F.R. Part 60-1.3 in accordance with Executive Order 11246, "Equal Employment Opportunity", as amended.
- b) Miami-Dade County Small Business Enterprises Development Participation Provisions.
- c) The Clean Air Act of 1955, as amended, (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387), as amended.
- d) The Davis-Bacon Act, as amended(40 U.S.C. §3141-3144 and 3146-3148) as supplemented by the Department of Labor regulations (29 C.F.R. Part 5).
- e) The Copeland "Anti-Kickback" Act (40 U.S.C. § 3145) as supplemented by the Department of Labor regulations (29 C.F.R. Part 2).
- f) Section 2-11.1 of the Code of Miami-Dade County, "Conflict of Interest and Code of Ethics Ordinance".
- g) Section 10-38 of the Code of Miami-Dade County, "Debarment of Contractors from County Work".
- h) Section 11A-60 - 11A-67 of the Code of Miami-Dade County, "Domestic Leave".
- i) Section 21-255 of the Code of Miami-Dade County prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.
- j) The Equal Pay Act of 1963, as amended (29 U.S.C. § 206(d)).
- k) The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07) and regulations issued pursuant thereto (24 C.F.R. Part 146).
- l) Section 448.07 of the Florida Statutes "Wage Rate Discrimination Based on Sex Prohibited".
- m) Chapter 11A of the Code of Miami-Dade County (§ 11A-1 *et seq.*) "Discrimination".
- n) Chapter 22 of the Code of Miami-Dade County (§ 22-1 *et seq.*) "Wage Theft".

- o) Any other laws prohibiting wage rate discrimination based on sex.
- p) Chapter 8A, Article XIX, of the Code of Miami-Dade County (§ 8A-400 *et seq.*) "Business Regulations".
- q) Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).
- r) Executive Order 12549 "Debarment and Suspension", which stipulates that no contract(s) are "to be awarded at any tier or to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs".

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

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

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

ARTICLE 34. NONDISCRIMINATION

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

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

ARTICLE 35. CONFLICT OF INTEREST

The Contractor represents that:

- a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment, or compensation, whether tangible or intangible, in connection with the award of this Agreement.
- b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent, or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:
 - i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the

performance of this Agreement, or in the Services, Deliverables or Work, to which this Agreement relates or in any portion of the revenues; or

- ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any Subcontractor or supplier to the Contractor.
- c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.
- d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information and comply with the instructions Contractor receives from the Project Manager regarding remedying the situation.

ARTICLE 36. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

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

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

ARTICLE 37. BANKRUPTCY

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

ARTICLE 38. GOVERNING LAW

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

ARTICLE 39. COUNTY USER ACCESS PROGRAM (UAP)

a) User Access Fee

Pursuant to Section 2-8.10 of the Code, this Contract is subject to a user access fee under the County User Access Program ("UAP") in the amount of two percent (2%). All sales resulting from this Contract, or any contract resulting from the solicitation referenced on the

first page of this Contract, and the utilization of the County Contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all Contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

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

b) Joint Purchase

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive County Contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The Contractor must obtain the participation number from the entity prior to filling any order placed pursuant to this Section. Contractor participation in this joint purchase portion of the UAP, however, is voluntary. The Contractor shall notify the ordering entity, in writing, within three business days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the Contractor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

The County shall have no liability to the Contractor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the Contractor and shall be paid by the ordering entity less the 2% UAP.

c) Contractor Compliance

If a Contractor fails to comply with this Article, that Contractor may be considered in default by the County in accordance with ARTICLE 24 of this Contract.

ARTICLE 40. INTEREST OF MEMBERS, OFFICERS OR EMPLOYEES AND FORMER MEMBERS, OFFICERS OR EMPLOYEES

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

ARTICLE 41. FORCE MAJEURE

Under applicable law, shall refer to an act of nature (such as, but not limited to, a hurricane, flood, and/or earthquake), war, terrorism, riot, sovereign conduct, strikes, lockouts, fires, epidemics and/or pandemic, adverse governmental conditions or conduct of third parties.

Neither the County nor the Contractor shall be held liable or responsible to the counterparty nor be deemed to have defaulted under or breached this Contract for failure or delay in performing any obligation under this Contract when such failure or delay is caused by an act of Force Majeure. Within twenty-four (24) hours of the occurrence of an act of Force Majeure, the affected party shall notify the counterparty of the act by sending an e-mail message to the Project Manager of the other party. In addition, the affected party shall provide to the counterparty within seven days of determining the cause of the Force Majeure, a written explanation via e-mail concerning the circumstances that caused the act of Force Majeure and the overall impacts to the Contract. Upon receipt of the written explanation, the parties shall mutually agree to any contractual modifications as necessary to continue the Contract with minimal impact to County operations. The County maintains the right to terminate the Contract for convenience or obtain the goods and/or services through a separate contract, taking over the performance of the Work or any part thereof either by itself or through others.

ARTICLE 42. FIRST SOURCE HIRING REFERRAL PROGRAM

Pursuant to Section 2-2113 of the Code, for all contracts for goods and services, the Contractor, prior to hiring to fill each vacancy arising under a County contract shall (1) first notify Career Source South Florida (“CSSF”), the designated Referral Agency, of the vacancy and list the vacancy with CSSF according to the Code, and (2) make good faith efforts as determined by the County to fill a minimum of fifty percent (50%) of its employment needs under the County contract through the CSSF. If no suitable candidates can be employed after a Referral Period of three to five days, the Contractor is free to fill its vacancies from other sources. Contractor will be required to provide quarterly reports to the CSSF indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected. Sanctions for non-compliance shall include, but not be limited to: (i) suspension of Contract until Contractor performs obligations, if appropriate; (ii) default and/or termination; and (iii) payment of \$1,500/employee, or the value of the wages that would have been earned given the noncompliance, whichever is less. Registration procedures and additional information regarding the First Source Hiring Referral Program are available at <https://iapps.careersourcesfl.com/firstsource/>.

ARTICLE 43. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF MIAMI-DADE COUNTY

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 375-5773, ISD-VSS@MIAMIDADE.GOV, 111 NW 1st STREET, SUITE 1300, MIAMI, FLORIDA 33128.

ARTICLE 44. VERIFICATION OF EMPLOYMENT ELIGIBILITY (E-VERIFY)

By entering into this Contract, the Contractor and its Subcontractors are jointly and severally obligated to comply with the provisions of Section 448.095, Florida Statutes, as amended, titled “Employment Eligibility.” The Contractor affirms that (a) it has registered and uses the U.S. Department of Homeland Security’s E-Verify system to verify the work authorization status of all new employees of the Contractor; (b) it has required all Subcontractors to this Contract to register and use the E-Verify system to verify the work authorization status of all new employees of the Subcontractor; (c) it has an affidavit from all Subcontractors to this Contract attesting that the Subcontractor does not employ, contract with, or subcontract with, unauthorized aliens; and (d) it shall maintain copies of any such affidavits for duration of the Contract. Registration information is available at: <http://www.uscis.gov/e-verify>

If County has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes, then County shall terminate this contract in accordance with Section 448.095(5)(c), Florida Statutes. In the event of such termination the Contractor agrees and acknowledges that it may not be awarded a public contract for at least one (1) year from the date of such termination and that Contractor shall be liable for any additional costs incurred by the County because of such termination.

In addition, if County has a good faith belief that a Subcontractor has knowingly violated any provisions of Sections 448.09(1) or 448.095, Florida Statutes, but Contractor has otherwise complied with its requirements under those statutes, then Contractor agrees that it shall terminate its contract with the Subcontractor upon receipt of notice from the County of such violation by Subcontractor in accordance with Section 448.095(5)(c), Florida Statutes.

Any challenge to termination under this provision must be filed in the Circuit or County Court by the County, Contractor, or Subcontractor no later than twenty (20) calendar days after the date of contract termination.

ARTICLE 45. PROHIBITION AGAINST GOVERNMENTAL ENTITY CONTRACTS WITH COMMON CARRIER or CONTRACTED CARRIER

By entering into, amending, or renewing this Contract, including, without limitation a grant agreement or economic incentive program payment agreement (all referred to as "Contract"), as applicable, the common carrier or contracted carrier (collectively referred to as "Carrier" or "Contractor") is obligated to comply with the provisions of Section [908.111](#), Florida Statutes ("F.S."), "Prohibition against governmental entity contracts with common carriers," etc. as amended, which is deemed as being incorporated by reference in this Contract. All definitions and requirements from Section [908.111](#), F.S. apply to this Contract.

This compliance includes Contractor providing an attestation that it is not willfully providing, nor will it willfully provide, any service during the Contract term in furtherance of transporting a person into the State of Florida knowing that the person is an unauthorized alien, except to facilitate the detention, removal, or departure of the person from the State of Florida or the United States. This attention by the Contractor shall be in the form attached to this Contract as **Exhibit A - Common Carrier or Contracted Carrier Attestation Form** and must be executed by Contractor and provided County when entering, amending, or renewing this Contract. **This Contract shall not be effective unless and until Contractor executes and provides such attestation.**

Additionally, the Contractor acknowledges and agrees that this subsection and the corresponding compliance with the requirements of Section [908.111](#), F.S., are deemed added to Section 33 of the Contract (**FEDERAL, STATE, AND LOCAL COMPLIANCE REQUIREMENTS**). The Contractor further affirms that if it is found in violation of the required attestation, or of any requirement of the Contractor set forth in Section 908.111, F.S., such violation shall be just cause for immediate termination of the Contract by the County, without opportunity to cure, and exclusive of any procedures to cure set forth in elsewhere in the Contract for other events of default. Such termination shall be effective on the termination date stated in the written notice provided by the County and Contractor shall take all actions provided in Section 23(e) of this Contract. If County terminates this Agreement for cause under this subsection, County shall retain its rights under Section 23(c)-(d) of the Contract to (1) terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall pay all direct or indirect costs associated with such termination or cancellation, including attorneys' fees, and (2) debar Contractor from County contracting in accordance with the County debarment procedures.

ARTICLE 46. CYBERSECURITY AND INFORMATION TECHNOLOGY PROCUREMENT AND PROTECTION PROGRAM

All purchases of Cybersecurity Products shall abide by [Sec. 2-8.2.6.2](#) of the Code of Miami-Dade County, *titled* Cybersecurity and Information Technology Procurement and Protection Program. The proposed software and/or hardware shall be produced in the United States, with the following exceptions:

- (a) the required Cybersecurity Product is not produced in the United States, or if such required Cybersecurity Product is produced in the United States and it is not of a satisfactory quality to meet the needs of Miami-Dade County;
- (b) upon a written recommendation of the County Mayor and approved by a majority vote of the Board of County Commission members present, compliance with the procurement and contracting requirements of [Sec. 2-8.2.6.2](#) of the Code of Miami-Dade County, is not consistent with the best interests of the public; or,
- (c) the Cybersecurity Product is purchased from a company or subsidiary that is not on the list of prohibited telecommunications companies in the John S. McCain National Defense Authorization Act for Fiscal Year 2019, [Public Law 115-232](#), as that list may be amended from time.

Contractor's employees who have access to County owned, licensed, or operated Cybersecurity Products shall be subject to Heightened Security Review prior to such employees being granted access to County Cybersecurity Products.

ARTICLE 47. KIDNAPPING, CUSTODY OFFENSES, HUMAN TRAFFICKING AND RELATED OFFENSES AFFIDAVIT

By entering into, amending, or renewing this Contract, including, without limitation, a grant agreement or economic incentive program

payment agreement (all referred to as the "Contract"), as applicable, the Contractor is obligated to comply with the provisions of Section 787.06, Florida Statutes ("F.S."), "Human Trafficking," as amended, which is deemed as being incorporated by reference in this Contract. All definitions and requirements from Section 787.06, F.S., apply to this Contract.

This compliance includes the Contractor providing an affidavit that it does not use coercion for labor or services. This attestation by the Contractor shall be in the form attached to this Contract as the Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit (the "Affidavit") and must be executed by the Contractor and provided to the County when entering, amending, or renewing this Contract.

This Contract shall be void if the Contractor submits a false Affidavit pursuant to Section 787.06, F.S., or the Contractor violates Section 787.06, F.S., during the term of this Contract, even if the Contractor was not in violation at the time it submitted its Affidavit.

ARTICLE 48. 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.

THE REST OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date identified on the first page of this Agreement.

Contractor

Miami-Dade County

By: Paul Paul Baze

Name: Paul Baze

Title: Regional Sales Manager

Date: January 13, 2026

Attest:  Chief of Staff/CFO
Corporate Officer

By: _____

Name: for
Daniella Levine Cava

Title: Mayor

Date: _____

Attest: Juan Fernandez-Barquin
Clerk of the Court and Comptroller

By: _____

(Deputy Clerk Signature)

Print Name: _____

Approved as to form
and legal sufficiency

Assistant County Attorney

**ATTACHMENT A
SCOPE OF SERVICES**

APPENDIX A – SCOPE OF SERVICES



EVN0013523

**ROUNDS, INMATE AND DETAINEE
TRACKING MANAGEMENT SOLUTION
SCOPE OF SERVICES**

**ATTACHMENT A
SCOPE OF SERVICES**

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1.0 Background

The objective of this project is to help MDCR officers conduct with their hourly, 30-minute, 15-minute and 10-minute unit/cell checks. The Solution shall have alarms that alert the officers that a check is due prior to the check being late. Solution shall allow supervisors to monitor checks in real-time to ensure compliance. In addition, the Solution shall have the ability to track any detainee activity (headcount, movement, meals distribution, medication distribution, recreation, etc.). The software shall be configurable to MDCR's specific needs.

In all, the Solution will allow MDCR to further strengthen the commitment to our mission to, "Serve our community by providing safe, secure and humane detention of individuals in our custody while preparing them for a successful return to the community."

MDCR provides a variety of services to the County which includes operating one of the largest correctional systems in the United States. MDCR is responsible for the care, custody and control of over 4,000 persons incarcerated in Miami-Dade detention facilities awaiting trial serving sentences of 364 days or less.

2.0 Current Operating Environment

MDCR currently performs security round checks (rounds) and inmate tracking through a manual process. During their rounds, officers physically visit various areas of the facility to conduct visual inspections of inmate cells and interact with inmates to assess their well-being and adherence to rules. They document their findings and any incidents in logbooks or forms, noting the time of each check and detailing any irregularities or issues encountered. The documents are then reviewed to ensure compliance and address any concerns. With the growth and expansion of the inmate population, it is challenging for MDCR to keep up with the manual process.

A. Facility Environment

MDCR presently operates four (4) correctional housing facilities with a total Average Daily Population (ADP) of approximately 4,600 detainees. These facilities include the Pre-Trial Detention Center, Turner Guilford Knight Center (TGK) Correctional Center, the Boot Camp Program, and Metro West Detention Center. The table below provides the ADP, type of housing and the number of units:

Pre-Trial Detention Center 1321 NW 13 th Street, Miami, FL 33125	Turner Guilford Knight Center 7000 NW 41 st Street Miami, FL 33166	Boot Camp Program 6950 NW 41 st Street, Miami, FL 33166	Metro West Detention Center 13850 NW 41 st Street, Miami, FL 33178
ADP – 1,200	ADP – 1,250	ADP – 100	ADP – 2,300
1 st generation housing	Open Dormitory Setting	Dormitory housing	Open Dormitory Setting
84 housing units	19 housing units	4 housing units	40 Housing Units

In order to ensure effective management and oversight of inmate rounds tracking at the appropriate scale, the following table of operational benchmarks for MDCR are essential for assessing performance and maintaining accountability within the facility in compliance with County standards.

Operational Benchmarks	
Annual Jail Bookings	45,000
Maximum Capacity of MDCR	5,381
Average Daily Population	4,400
Average Length of Stay 180 days or less	36 days
Average Length of Stay 180 days or more	360 days
Authorized Correctional Officers	2,200
Visitations per year (Social and Professional)	115,000

B. Information Systems Environment

The County's Information Technology Security Matrix has been included in Appendix C and describes the County's technology environment. The Solution, and each module or component and function thereof, must be capable of operating fully and correctly, completely independently from the County's technology environment, and shall not, under any circumstances, create interference with any of the systems, devices, or services contained in said environment. Further, the County's policies for systems utilizing a cloud environment are described in detail within Attachment B – Cloud Service Usage Policy. The Contractor shall comply with the provisions of Attachment B.

3.0 Purpose

The Contractor shall provide the Solution, infrastructure and related equipment, software, and services as specified in this Solicitation. Any wiring or cabling installed by the Contractor within County walls, floors, or ceilings of facility structures, will remain and be owned by the County.

The Contractor shall provide the County with a comprehensive Solution designed to enhance security protocols and streamline operations within correctional facilities. The Solution must cover all aspects of inmate and detainee tracking, including real-time location monitoring, staff rounds documentation, and reporting capabilities, with a focus on enhancing security, accountability, and operational efficiency. This Solution shall utilize advanced technology such as Radio Frequency Identification (RFID) tracking technologies to monitor and manage inmate movements, security checks, and daily routines within unit cells, ensuring accurate and real-time monitoring of detainee locations throughout the facility. RFID technology shall provide accurate and real-time monitoring of detainee locations throughout the facility, to ensure that corrections officers can respond promptly to any security breaches or unusual activity, thereby maintaining a safer environment for both inmates and staff. In all, the Solution will allow MDCR to further strengthen the commitment to our mission to "Serve our community by providing safe, secure and humane detention of individuals in our custody while preparing them for a successful return to the community."

The Solution must integrate seamlessly with existing security infrastructure, offering corrections officers' actionable insights to ensure compliance with protocols and maintain a safe environment for both inmates and staff. Additionally, the Solution supports processes within the jail, specifically for correctional officer rounds/checks, face-to-face observations, and the effective tracking of detainee movements and compliance with programs, recreation, and court. The Contractor's Solution shall include equipment, hardware, software licenses, implementation, interface development, configuration, training, hosting, and maintenance and support services. Furthermore, the Solution must be compliant with the most current version of the Criminal Justice Information System (CJIS) policy and remain compliant with future releases of the FBI's Criminal Justice Information Security policy.

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

4.0 Objectives/Tasks

The Contractor shall provide a robust and secure tracking management Solution that enhances the facility's ability to monitor and document inmate and detainee movements, manage staff rounds, and ensure compliance with safety and security protocols.

The key Objectives/Tasks of the Solution are:

- Compliance with Criminal Justice Information System (CJIS) as per policy Version 5.9 and remain compliant with future releases of the FBI's Criminal Justice Information Security policy. CJIS outlines the standards for securing and managing criminal justice information systems as set by the FBI. It includes guidelines for data protection, user access controls, incident response, and required training for personnel. This policy ensures that sensitive information is safeguarded from unauthorized access and breaches, mandates regular compliance audits, and incorporates updates to address new security challenges and technological advancements.
- Streamline and improve the efficiency and accuracy of MDCR rounds and inmate tracking process.
- Include alarms that alert the officers to check rounds and track inmates to allow supervisors to monitor real-time to ensure compliance.
- Ensure the safety of both inmates and staff by providing real-time tracking of inmate movements and officer rounds.
- Improve compliance and accountability by maintaining detailed logs of rounds and inmate activities to ensure adherence to protocols and regulatory requirements.
- Real-time monitoring that provides live updates and alerts on officer locations and inmate movements to quickly respond to incidents or emergencies.
- Accurate record-keeping to maintain comprehensive and accurate records of all inmate interactions, movements, and incidents for reporting and analysis.

5.0 Contractor Responsibilities

The Contractor shall be responsible and provide for all services in Attachment A, Scope of Services, of this Solicitation.

The Contractor shall be the sole point of contact with regard to the Solution's installation, maintenance and training. The Contractor shall also assume full responsibility for all services and equipment obtained under or provided during the contract term. All equipment and software provided shall remain the property and responsibility of the Contractor.

6.0 County Responsibilities

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

7.0 Project Schedule

Within 15 business days of the contract's effective date, the Contractor shall submit a project schedule to the County including the following:

- A. Identify specific key tasks and duration including an outline of a **Quality Control Plan** to manage the project to include an estimated timeframe for implementation of services after contract execution. Contractor shall provide a project schedule (Gantt Chart), preferably in Microsoft Project, as well as in PDF with the proposal submission, to include approximate timeframes for all implementation phases and key tasks to include activities such as business process review; software customization; County review/approval of deliverables; site preparation; unit, Solution and acceptance testing; load and balance testing; a phased approach to the training and implementation of the Solution and post-implementation support.
- B. Include a project task list and timeline including detailed scope tasks/activities, organized in phases including, but not limited to project management activities, key resources, and estimated hours per key activity in order to facilitate resource availability and allocation.

8.0 Testing Plan

The Solution must undergo rigorous testing and validation before full deployment to ensure it meets all functional and security requirements.

The Contractor shall submit and provide a testing plan and describe the recommended approach to the testing types to be performed on the project within the solicitation.

- A. Within 30 days after the date of execution of the contract (Award Date), submit a Testing Plan, including, the following:
 - a) Overview and introduction of Solution's features and functions.
 - b) Outline of testing strategy.
 - c) Scope and expected duration of each testing phase (i.e., unit testing, integration testing, user acceptance testing, etc.).
-

- d) Identify type and quantity of resources (users) for each testing phase (i.e., unit testing, integration testing, user acceptance testing, etc.).
- e) Identify any Solution function that will be tested.
- f) Description of the procedure for tracking the resolution of any problems encountered during testing.
- g) Description of the criteria that will be used to determine whether tests have been satisfactorily passed.
- h) Proposed criteria for completion of testing tasks/phases and for resolution of any identified defects.

B. Describe the recommended approach to the following types of testing to be performed on the project and the type of assistance to be provided to the County related to:

- a) Functional Testing
- b) Integration Testing
- c) Stress / Performance Testing - User scalability, data volume scalability, load scalability
- d) Interface Testing
- e) Conversion Testing
- f) Capacity Testing - network, hardware
- g) Testing of Configuration Decisions
- h) Workflow and Security Testing
- i) Reliability Testing
- j) User Acceptance Testing

10.0 Project Implementation and Conversion Plans

Within 30 business days after the contract's effective date, the Contractor shall submit an Implementation Plan to include, but not be limited to, schedules for delivery and installation of hardware and software. The Conversion Plan shall describe in detail how the Contractor will introduce its hardware and software. Provide a description of any anticipated challenges and steps to mitigate them.

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

- a) Description of proposed methodology
- b) Project phases
- c) Team roles, including subcontractors
- d) Milestones/deliverables
- e) Risks
- f) Timelines
- g) Which tasks are proposed to be completed on-site versus remotely
- h) In a phased approach, how active case data will be reconciled between legacy systems and the Solution
- i) Critical success factors
- j) Assumptions

2. Solution Implementation and Configuration

Contractor shall describe their build and release approach, including at minimum:

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

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

11.0 Software/User Licenses

The Services shall include software user licenses to accommodate the estimated minimum number of 2,500 users. The software user licenses shall be based on the latest production version. For a "per user" or "concurrent user" license model, the Solution must accommodate, at a minimum, the number of estimated users mentioned.

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

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

12.0 Solution Software Support Plan

Within 60 days after the Date of Award, the Contractor shall submit a Solution Software Support Plan that identifies:

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

13.0 Business Continuity and Disaster Recovery Plan

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

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

14.0 Solution Maintenance Plan

Within 90 days after the Award Date, submit a Solution Maintenance Plan that includes:

- A. The approach to the Solution maintenance, support, and change management, including but not limited to new software releases, software upgrades, updates, patches, bug fixes, and optional software features. Contractor shall provide documentation of quality control processes used to ensure the integrity of the software, application data, and future changes/patches.
- B. A detailed explanation of the post-implementation support to be provided for the Solution following Go-Live. Identify the resources to be committed to providing post-implementation support including role and responsibility. Include total duration in calendar days, hours of support, type of support (i.e., on-site, remote), and number of resources.
- C. A detailed description of the technical support and help desk services proposed. Include details regarding (i) opening a support ticket, (ii) electronic ticketing, (iii) weekly case reporting, (iv) number of steps to reach live support, and (v) other hardware/workstation support.

15.0 Solution Components and Functionality

Contractor shall provide a Solution with automation of correctional officer rounds/checks and the related recording of face-to-face observations on minimum, medium, maximum, and high-risk inmate population being housed or temporarily located in segregation areas, medical housing, multi-purpose rooms, holding cells, visitation booths, and cellblocks. The Solution shall provide documented proof that officers are performing their face-to-face observations as required. A Solution that can provide support in the gathering of inmate headcount, inmate movement, inmate identification, and distribution / refusal of meals and medication, etc. is critical as MDCR seeks to improve its efficiency of operations within the detention facilities. Inmate safety, observation, and the related data collection of officer / inmate interaction throughout the jail is of primary importance to MDCR.

The Contractor shall provide a Solution that meets the functional and technical specification requirements described in this Solicitation, which includes, but is not limited to, the following:

- **Real-Time Tracking:** The Solution must enable real-time tracking of inmates and detainees within the facility. This includes tracking their movements between cells, common areas, medical facilities, and other locations within the facility.
- **Integration with Existing Systems:** The Solution must integrate seamlessly with existing jail management systems, such as inmate records, visitor management, and security systems.
- **Scalability:** The Solution shall be scalable to accommodate fluctuations in the inmate population and adapt to the changing needs of the facility.

- Customizable Reports: The Solution shall allow for the creation of customizable reports, including daily, weekly, and monthly tracking summaries, incident reports, and compliance documentation.
- Data Analytics: The Solution shall include data analytics tools to help facility management identify trends, optimize operations, and improve safety and security measures.

Rounds Management

- Automated Rounds Logging: The Solution shall automate the documentation of staff rounds, ensuring that all required checks are recorded accurately and in real-time.
- Compliance Monitoring: The Solution must be capable of monitoring compliance with required rounds schedules and generate alerts for missed or late rounds.
- Historical Data and Reporting: The Solution shall maintain a historical log of all rounds and provide robust reporting tools for audits and reviews.

Inmate and Detainee Monitoring

- Movement Tracking: The Solution shall provide detailed logs of inmate and detainee movements, including time-stamped entries and exits from various facility areas.
- Incident Reporting: The Solution must include features for staff to report incidents directly through the tracking Solution, linking these reports to the location and individuals involved.
- Behavioral Monitoring: The Solution shall allow for the monitoring of inmate behavior, identifying patterns or anomalies that could indicate potential security risks.

Security and Compliance

- Data Security: The Solution must comply with all relevant data protection laws and regulations, ensuring that sensitive information about inmates and detainees is securely stored and transmitted.
- User Access Controls: The Solution must include robust access control measures, allowing only authorized personnel to access sensitive data and Solution functions.
- Audit Trails: The Solution must provide comprehensive audit trails for all actions taken within the Solution, ensuring accountability and transparency.

The Contractor must confirm product Solutions are part of an integrated Solution owned by Contractor. The County requires the use of reliable, proven state-of-the art technology for all of the components of the Solution. The County will work with the Contractor to coordinate all telecommunication, conduits, and data cabling needs; however, the Contractor shall be responsible for ensuring to provide the successful implementation of the Solution including all user installable equipment and any necessary cabling related to the required services and all costs. The Solution shall have 24/7 high availability, that is fault-tolerant with no single point of failures.

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

1. Wireless Mobile Devices, and adequate charging stations.
2. Communications network linking of all the above equipment.
3. Software as a service (SAS) through a cloud-based service that includes separate production, development and disaster recovery environments.
4. Ability to separately configure the Solution for County business rules.

15.1 General Functionality

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

1. Integration to Criminal Justice Information System (CJIS) or Jail Management System for:
 - a) Inmate booking data,
 - b) mugshots,
 - c) permanent housing assignments
 - d) characteristics of Unit/cell configuration
 - e) inmate alerts (medica health and mental health considerations, special meal, etc.).
 - f) characteristics of inmate (e.g., suicide watch, combative, safety cell)
2. Mapping of the Facility floors, units, cells etc. and the representation of this to an officer mobile device.
3. Setup of scheduling and compliance of round completion by cell type, inmate type etc.
4. Regular update of changes in Unit/Cell characteristics from CJIS or JMS which could impact the maximum round interval compliance.
5. Inactivation of cell or round requirements by authorized parties for reasons such as: inactive cell; inactive Unit; temporary change in round review period etc.
6. Be able to integrate with CJIS or JMS to dynamically update the maximum cell check time based on real time changes in jail population and housing configuration. (e.g., if inmate is marked as suicide, the max time is reduced automatically.)
7. Have a method to document the physical presence of the officer as part of the rounds compliance. Any additional devices required to ensure this must be quoted in the bid and notated in comments.
8. Have a real time alert system or management dashboard to show areas of non-compliance with set round standards.
9. Have an ability to compile compliance data to Supervisors.
10. Capture of inmates under restraint and/or suicide watch and manage the easy notation of observation of inmate behavior and well-being.
11. Custom configuration of standard observation notes for officers to select.
12. Capture of inmate observation notes via Voice to Text whether online or offline.
13. Logging of shake-down or cell checks, and the cataloging / tracking of items found
14. Scanning of an inmate armband or tag and display inmate data, Mugshot, inmate restrictions, diet, special handling concerns.
15. Enforcement and reporting of rounds through way point tags, Unit/cell tags, inmate armbands etc.
16. Supervisors to identify potential abuse of round compliance due to speed of round, average time between tags etc.
17. Provide facility supervisor level dashboards or reports that aid in assessing staff, shift or location efficiency, workloads etc.
18. Ability to create a jail incident and capture core information about that incident including inmates involved, brief narrative, photographs etc.
19. Ability to integrate with a CJIS or JMS to send any captured incident information to the system of record.

Solution Functionality: Inmate Moves Response

20. Ability to receive an integration list of inmates for transfer or escort from CJIS or a Jail Management System for initial housing or release etc.
21. Handheld device to build a list of inmates for subsequent transfer or escort to a location (e.g., Court, Rec, Religious Ceremony etc.).
22. Handheld device to scan inmate wristbands / ID tags to build a list for escort or transport.
23. Assign a single or a group of inmates as "in transit" under their escort from the mobile device
24. Check-in inmates to housing or to other location from In Transit (e.g., Medical Officer "accepts" the In Transit inmates).

25. Ability to allow inmates to have a supervised “check-in” or track them to a common location (for example Recreation/Medical/ Kitchen etc.) – this could be achieved from a proximity sensor or similar by the area’s ingress / egress.
26. Ability to easily initiate a “go-home” escort, taking the inmate back to their home location. (e.g., once Court Hearing has finished, queue up those inmates ready to be returned)
27. Enforce “keep-separates” when transporting or moving inmates into holding cells or any other defined destination.
28. Display transportation or escort alerts when moving an inmate (e.g., medical alert, Safety cell only etc.
29. Ability to perform partial or full facility head counts using mobile devices
30. Have a “management module” or similar where jail wide head counts are managed, and exceptions noted for the entire population.
31. Setup Inmate Programs and record escort and attendance to programs.
32. Track date and time of inmate moves and transfers including time in transit, assigned officer etc.
33. Report metrics per officer, per location, per transfer type and other available acceptance / refusal fields in the Solution.
34. Enable the monitoring and tracking of inmates.
35. Allow a transportation officer to “drop off” an inmate at an interim location (e.g., holding cell) while maintaining the need to transport the inmate to their final destination (e.g., a Court chain transfer was interrupted by an unruly inmate who was deposited into a holding cell until the remainder of inmates are delivered).
36. Track inmate access to services such as, Medical, chaplain and have the ability to report by inmate or by service.

Solution Functionality: Services Response Code

37. Be able to be configured to track custom “service types” (e.g., Meals, Medication, uniform exchange)
38. Be able to track at the inmate level whether the service was offered / rejected / accepted
39. Track inmate access to, and durations of use of mandatory items such as showers, Recreation and have the ability to report by inmate or by service.
40. Mobile Device shall allow the capture of officer or inmate signatures related to refused services.

Technology Response

41. Solution preference to utilize secure RFID for communication with handheld device.
42. If RFID is not available in the Solution, the Solution must have a way to validate officer presence.
43. RFID or Cell Tags shall be passive and not require any cabling to operate.
44. Mobile Devices shall be shockproof / waterproof to meet government standard
45. Mobile Devices shall be equipped with camera and allow the collection of tag / location information with photos taken
46. Contractor shall provide integration services through Restful API as a preference. Details of integration services and model shall be provided separately.
47. Mobile device shall have replaceable battery or expected battery life over 8 hours of continual use.
48. Mobile device shall be able to auto log off after a specified time period if officer has not logged out .
49. Mobile device shall allow disconnected use from a network with a synchronization capability upon reconnection without the need to cradle a device (i.e., wireless connectivity).
50. All functionality of the device shall be available in offline and online modes (e.g., voice to text capabilities for capturing observation notes etc.)
51. Device shall be able to be locked down to specific functions and applications. Define whether this is managed by the Contractor or by a 3rd party Solution provided by the Contractor or by the County.
52. RFID tags or location tags shall have lifetime warranty replaceable at no cost to the County.
53. Contractor shall offer waterproof inmate wristband with configurable data options that may be printed for inmate ID.
54. Tags shall be mountable with either secure screws or be enclosed in a tamper-proof/ shatterproof unit.
55. If Contractor provides an RFID Solution, the Solution shall ensure that no duplicate RFID tags exist in the inmate population.

56. Mobile devices shall be able to store inmate population on the device to ensure off-line mode is available to officers at any time.
57. Solution shall provide database schema or ODB access so custom analytic reports can be generated by MDCR.

15.2 Network Security

The Contractor must meet the following network security requirements:

1. Provide network and control internet access.
2. Network appliance must have access control lists that are capable of a 1) deny all or 2) whitelist approach.
3. Network appliance must have stateful inspection with 1) attack checking and 2) automatically discard traffic initiated from the internet.
4. Network appliance must have firewall and content filter capabilities
5. Network appliance must deploy only with Contractor's circuit so that only the Contractor's engineers have access to firewall.
6. Ability to encrypt transmitted data and authentication information.
7. Support for Secure Socket Layer (SSL) 128 bit and 256-bit encryption.

15.3 Application Security

The Contractor must provide a mobile device management tool capable of the following:

1. Must be a custom Solution to meet the needs of MDCR.
2. Built into the Operating Solution layer to prevent removal.
3. Ability to alert if device is root kitted (hacked).
4. Updated applications can be installed remotely.
5. Provide basic authentication through use of PIN/Passwords.
6. Provide the ability to enforce password expiration.
7. Provide the ability to require automatic password expirations when initially assigned or reset.
8. Provide ability to support and configure complex password parameters such as password lengths, upper/lower alpha numeric and special characters configurable by MDCR, and user access to expiration settings and other behaviors.

15.4 Hardware and Device Requirements

The Solution shall be inclusive of all peripheral hardware required to operate the Solution. The Contractor shall provide all peripheral hardware, including but not limited to devices and any other equipment required for the full use of the functionality used for the Solution.

All hardware requiring a connection to wireless network will be configured and connected to the network by the wireless network in consultation with the Contractor. The Contractor will be responsible for keeping devices current with Operating Solution updates, security patches, and firmware updates.

Hardware and Devices shall include, but not be limited to, the following:

A. Wireless Mobile Device

Hardware and accessory capabilities must include the following:

1. Hardened, proven in the corrections environment device. A modified off-the-shelf product may be considered.
2. Case shall be either sealed or accessible only by security screws with unique unlock tool.
3. Preferred Scored - magnetic charging - the charging port attaches to and charges the tablets and kiosks via a magnetic connection. Tablets and Mobile Kiosks must not be able to be used to charge other devices. Any access ports must not allow data transfer by the Detainee.
4. Flame Resistant.
5. Military Drop Tested.
6. At least 32GB of onboard RAM, a battery of at least 8000mAh.
7. Minimum 5" Screen Size.
8. Non-Removable Lithium Battery.
9. A variety of Device Charging Systems Available (i.e., mobile cart, secured wall units).

B. Device Security Requirements

Device hardware security requirements shall include the following:

1. USB port shall not recognize human interface devices (i.e., keyboards).
2. USB port shall not recognize Ethernet connections.

Device operating Solution security must include the following:

1. Locked bootloader (Only Operating Systems digitally signed by Contractor can be installed)
2. Custom OS that removes risky OS features such as safe boot, factory reset, command line access, blue tooth, wireless tethering, etc.
3. Solution shall be able to remotely measure signal strength and noise floor of all tablets and mobile kiosks.

Instrument requirements are based on current technology and facility need. New technology and/or Instruments determined to be better suited for the custody and detention environment may be substituted at the request of County or Contractor with County approval of the Agreement.

15.5 Additional/ Optional Products and Services

For any additional/optional functionality and services offered by the Contractor which are related to the Solution, but not included in the Scope of Services, MDCR may request the development of functionality or services outside the original scope of this project. The Contractor shall, in coordination with MDCR, provide a structured change management process, with clearly defined decision makers within MDCR, to evaluate the business value of any proposed scope changes. The Contractor will be responsible for providing estimates for cost, development time, and impact to the project to MDCR for any proposed scope changes. The County may use either a Supplemental Agreement or the Work Order Proposal Request (WOPR) process to request additional services under this Scope of Services. No work outside the defined scope of this project shall be performed without the approval of the designated MDCR approvers and must be preapproved in writing.

16.0 Solution Updates to Services

The County reserves the right to request from the Contractor updates to services, technology, and hardware. Without limiting Contractor's obligation to provide Solution updates, Contractor and County acknowledge the probability that the technology of the detainee kiosk, or any of its components provided under the resulting contract, will change and improve during the term. Contractor shall provide the flexibility to incorporate into the detainee kiosk any new technologies, as they may become available in new releases or the marketplace. Contractor shall report to MDCR new trends and technological enhancements at least twice per year.

17.0 Solution Interface Requirements

Contractor's Solution shall meet all Solution Interface Requirements outlined in Attachment D – Solution Interface Requirements.

18.0 Data Backup/Storage

Contractor shall perform all database backups used by the Solution, archiving data from phone calls, audio and video recordings, text messages, emails, and usage data. All hardware used for database backup, archiving, network, and recovery procedures, which ensure that no data is lost, will be provided by the Contractor at no cost to MDCR. The Contractor shall keep all such information stored for five (5) years.

All data will remain the property of the MDCR, and the Contractor shall not use the data for any purpose other than as required in the Contract. Contractor is strictly prohibited from sharing/selling any data with any third party to include any biometric identifiers.

Contractor shall have a written Disaster Recovery Plan and Continuity of Operations Plan, as well as the necessary equipment to provide support in the event of a disaster situation, natural or man-made.

19.0 System/Data Breach

A. System Breach

The Contractor shall report, in writing, to the County Project Manager any system breach by an unauthorized individual. The Contractor shall be liable for all ascertainable damages, fines and corrective action arising from any system breach. To the extent the County is unable to calculate the actual damages from any system breach, the liquidated damages for such breach is set at one (1) Million dollars in the form of a check and shall be issued to MDCR.

B. Data Breach

The Contractor shall report, in writing, to the County Project Manager any use or disclosure of County data, usage data, or content not authorized by this Contract or in writing by the County, including any reasonable belief that an unauthorized individual has accessed County data, usage data or content. The Contractor shall make the report to the County immediately upon discovery of any unauthorized disclosure, but in no event more than two (2) business days after Contractor reasonably believes there has been such unauthorized use or disclosure. The Contractor's report shall identify (i) the nature of the unauthorized use or disclosure, (ii) the County covered data or content, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what the Contractor has done or shall do to mitigate and deleterious effect of the unauthorized use or disclosure, and (v) what corrective action the Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. The Contractor shall provide such other information, including a written report, as reasonably requested by the County. Notwithstanding any other provisions in this Contract, the Contractor shall be liable for all damages, fines and corrective action arising from disclosure of such information caused by the Contractor's breach of its data security or confidentiality provisions.

20.0 Hosting, Maintenance and Technical Support

The Contractor shall provide technical support including assistance with installation, troubleshooting, and user training and maintain sole and absolute responsibility for the hosting, maintenance and service of the Contractor's Solution at no cost to MDCR. Technical support shall be provided to address any issues that arise, ensuring minimal downtime and disruption to facility operations and to maintain and/or replace broken or malfunctioning Solution equipment as needed. The Contractor's support model is build around empowering County facility staff to handle Tier 1 troubleshooting, such as basic power cycles and guided diagnostics, with the help of the Contractor's remote support team. If the mobile device needs additional support, the Contractor may ask that it be sent to the Contractor's office for repair, the Contractor will ship out a loaner. For more complex issues that cannot be resolved remotely, the Contractor shall provide trained on-site support technicians available to be dispatched to the County facility. The Contractor shall coordinate planned Solution maintenance with MDCR Project Manager or designee not less than forty-eight (48) hours in advance. Solution maintenance shall be scheduled, whenever possible, to minimize potential impact to prime detainee calling periods. Any deviations will require the County Project Managers' written approval.

20.1 Solution Maintenance and Support Plan

Contractor shall provide a preliminary Solution Software Support Plan that provides the approach to Solution hosting, maintenance, support, and change management including but not limited to new software releases, software upgrades, updates, patches, bug fixes, and optional software features. Contractor shall provide documentation of quality control processes used to ensure the integrity of the software, application data, and future changes/patches. The Contractor shall describe in detail how the Solutions are maintained and supported to ensure, for the duration of the contract term, reliable service for detainees and consistent access to system controls and reporting capabilities by MDCR.

The Contractor's service and support plan must address at a minimum the following topics:

A. Local Maintenance and Repair Service

Updates and Maintenance: The Contractor will provide regular software updates and maintenance services as part of the licensing agreement. Specific terms regarding the frequency and scope of updates will be detailed in the contract.

Remote Access for Solution Monitoring and Software Maintenance: The Contractor's technical experts must be able to remotely monitor Solution performance and, if necessary, remotely reconfigure or repair the Solution's software control program. Include the company's policy for updating the user interface software as new versions are released.

B. Help Desk

Contractor shall provide facility staff a toll-free Help Desk number that can be reached within normal business hours from 9AM to 6PM (EST) Monday through Friday, 365 days a year to report Solution problems, with email and voicemail available until 11:30PM (EST) seven days a week including holidays. Contractor Help Desk Support Team shall be available to assist with answering questions with Solution functionality or submit requests for additional equipment or services. The Help Desk shall be Contractor-run and staffed with the Contractor's trained personnel. The Contractor shall provide after-hours email monitoring support to ensure that any issues are promptly addressed and after hour service calls must be responded to within 12 hours of call by live personnel via phone call to MDCR administrator. Additionally, the Contractor shall have on-call staff to monitor the platform during after-hours, providing an added layer of support to quickly respond to any critical concerns. Help Desk support shall be decentralized to ensure support availability during regionalized natural disasters.

C. Trouble Ticket Tracking and Escalation

Upon the request of the County, the Contractor shall provide documents that verify its compliance with the requirements stated in this section. Contractor must have a well-defined process for logging, tracking, and resolving issues related to the Contractor's Solutions and services. The Contractor shall have defined emergency-priority levels, responses, and resolution times for each level. The Contractor shall have an escalation plan for dealing with issues that are not resolved within the agreed upon time frame.

Upon contract award, the Contractor shall provide MDCR with specific names, titles, and personal-contact information for all individuals involved in ticket escalation.

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

20.2 Customer Support Plan

Contractor shall provide a Contractor-run and staffed billing customer support help desk for public users of the Contractor's Solutions. Describe in detail the availability of the help desk as well as the services provided to the public by this support group. Contractor must address at a minimum the following requirements:

Contractor shall provide one (1) technician with extensive knowledge of the hardware and software to service the County and be on call to support the operation twenty-four (24) hours a day, seven (7) days a week and three hundred sixty-five (365) days per year. Technicians shall respond within Two (2) hours and resolve the problem within Four (4) hours. If the problem is not resolvable within Four (4) hours, the technicians shall provide a work plan and schedule acceptable to MDCR for resolving any outstanding issues. Technicians must be familiar with all aspects of the operating Solution. Help Desk activities that will be majority supported remotely but remains against any costs for on site service when necessary. In those cases support must be delivered within 48 hours with on site support

Primary problem reporting will be made through the Contractor's onsite technical support staff. In the event that the onsite technical support staff is unavailable, MDCR will contact the Contractor at the pre- agreed help desk number to open a ticket for resolution of problem(s). Contractor shall provide an alternate telephone number in the event that MDCR needs to escalate any outstanding technical issues.

21.0 Installation Plan

The Contractor shall provide and be responsible for providing all user installable equipment and any necessary cabling related to the required services at no cost to MDCR. All user installable equipment for the Solution shall be at the Contractor's expense, as will removal if required by MDCR of same upon cancellation or completion of the contract. The Contractor shall be fully responsible for all equipment and services.

A. Installation Plan

Contractor must submit an Installation Plan in accordance with Section 8, *Project Schedule*, which identifies the time and activities required for installation, utility coordination, training, cut over and testing. The Solution must be installed in a manner and under a timeframe designed to minimize disruption of the normal functioning of MDCR and security concerns. Any delay in Contractor's implementation schedule that is caused by MDCR personnel will increase the Contractor's time allowed to cut over by the length of such delay. The County desires a fully implemented and installed Solution within one hundred and eighty (180) days from the Award Date.

B. Risk of Loss

The risk of loss and/or damage to Contractor's equipment will be fully assumed by the Contractor during shipment, unloading, installation, and for the entire lifecycle of the contract.

C. Delivery and Unloading

The Contractor must provide transportation to and unloading of equipment at MDCR's designated locations. MDCR will not be liable for any charges related to packaging, delivery, or storage of equipment or materials required for proper implementation of the required services. All packing crates, boxes, paper, packing materials, and all other such extraneous material shall be removed from the premises by the Contractor at the Contractor's expense after installation.

22.0 Training

The Contractor must provide comprehensive training programs for facility staff, including initial training during Solution rollout and ongoing training as needed.

A. MDCR Personnel

The Contractor must provide hands-on training on-site to MDCR personnel at a mutually agreed upon schedule. The Contractor must provide hands-on training to line staff during implementation as well as training tutorials and videos to educate all MDCR personnel. At no charge, the Contractor must provide one (1) set of appropriate documentation, video, and manuals per installed facility upon completion of training.

B. Additional Training as Needed

In addition to the initial training required at the time of Solution installation, the Contractor must offer and provide additional training to existing or new MDCR employees, at a mutually agreed upon schedule. This requirement could be met with a comprehensive video tutorial.

C. Solution Documentation:

The Contractor must supply detailed documentation for the Solution, including user manuals, troubleshooting guides, and administrative controls.

- i. Identify the resources to be committed to providing post-implementation support including role and responsibility. Include total duration in calendar days, hours of support, type of support (i.e., on-site, remote), and number of resources.
- ii. Provide a detailed description of the technical support and help desk services proposed. Include details regarding (i) opening a support ticket, (ii) electronic ticketing, (iii) weekly case reporting, (iv) number of steps to reach live support, and (v) other hardware/workstation support.

23.0 Solution Acceptance

Contractor must demonstrate all Solution modules, functionalities and applications are operational as described in this document prior to MDCR finally accepting the Solution. Contractor agrees as part of the implementation to perform all required services to successfully achieve all objectives herein set forth in all MDCR facilities, including, but not limited to, (a) Solution configuration; (b) interface development. (c) software testing; (d) acceptance and user acceptance testing; (e) training; (f) supplying peripheral or ancillary equipment that will interface with the Solution.

Solution acceptance shall be determined by a consecutive thirty (30) day period during which the Solution must function ninety-nine percent (99%) of the time.

The Contractor must work with MDCR to determine the actual uptime and downtime operation of the Solution.

No deficiency shall be deemed remedied until all necessary remedial action has been completed and approved in writing by the County Project Manager in accordance with the procedures set forth in the agreement.

24.0 Solution Uptime and Downtime

The County has established target levels of the Solution availability to require no Solution outages longer than four (4) consecutive hours. If the Solution offered fails to be available for longer than four (4) hours at any given time, a fee shall be charged to the Contractor payable to MDCR in accordance with the schedule below.

Occurrence	Fee Amount
1 st occurrence	3% of Annual Cost Credit
2 nd occurrence	5% of Annual Cost Credit
3 rd occurrence or more	10% of Annual Cost Credit

Downtime means that the Solution is not accessible to the County or its customers and shall not include periods of routine maintenance or administrative procedures that are scheduled during non-operating hours with the prior approval of the County. For clarity, shall the Solution not be accessible by the County or its customers at any individual facility covered under the resulting contract, it shall be considered downtime.

The County Project Manager shall notify the Contractor's Project Manager in writing, or orally to either Contractor's Project Director or Contractor's Project Manager, of any deficiency. Upon the notice (orally or in writing) from County, or the Contractor's discovery of such deficiency, Contractor shall promptly commence corrective measures to remedy any deficiency, and shall remedy such deficiency, in accordance with the timeline set forth and agreed upon by both parties. Contractor acknowledges that, as part of maintenance and technical support services provided to County, Contractor may be required to repair, replace, or reinstall all or any part of the detainee kiosk, or other material, or create an update, in order to remedy a deficiency.

Appendix E - Solution Interface Requirements

The Solution shall provide one-way and bi-directional interfaces to various third party and internal County systems through open Application Programming Interface (API). All data derived from the Solution shall be made available via the API. The Contractor shall conduct a thorough review / assessment of all interfaces to be provided. Noted below are the principal recognized application interfaces required for the Solution.

The column heading “Req’d for Go-Live” indicates the need for the specific interface to be operational with the initial deployment of the Solution.

The column heading “Frequency of Data Flow” describes the anticipated occurrence or regularity of the interface’s data transfer.

- Real time: Indicates an interface that must operate dynamically on demand between systems.
- Batch: Indicates a grouped, multiple record/transaction-based interface between systems. Typically, file based in nature, and often on a predetermined interval (e.g. hourly, daily, weekly, monthly, etc.)

The column heading “Mode” describes the direction of the interface between the Solution and the County systems.

- System Integration Compatibility: Solution be compatible with various hardware options, such as handheld devices, fixed sensors, and wearable technology (e.g., RFID wristbands).
- Interoperability: Solution be interoperable with other critical facility systems, such as video surveillance, electronic door controls, and emergency response systems.
- Data Exchange: Signifies a bidirectional functional interface between the application and the Solution where data is exchanged.
- One-way / Solution: Signifies a unidirectional interface in which data is pushed from the County to the Solution.
- One-way / County: Signifies a unidirectional interface in which data is pushed from the Solution to the County.
- Data Migration: If required, Selected Proposer must facilitate the migration of existing data into the new tracking system without loss of information or functionality.

The Solution must integrate all existing MDCR systems. This includes, but is not limited to, the systems listed below:

Interface	Req’d for Go-Live	Description	Frequency of Data Flow	Mode
Interface: Bookings/Releases/Transfers Selected Proposer: ITD Application: CJS (Criminal Justice System) Platform: CA-IDMS mainframe-based DBMS running under MVS. IDMS Release 18.0. Development Tool: ADSO, IDD, IDMS COBOL Keys: Jail Number, CIN Number, Case Number, Name, IDS Number	Yes	CJIS posts any Bookings, Releases, and Transfers to a web service. The Contractor’s application shall look to the web service to pull the inmate records waiting to be retrieved Data Exchange Values: Type (Booking, Release, or Transfer) Book Date/Time Release Date/Time Booking Number Permanent Number (CIN) Name fields Housing Locations	Every Minute	Auto

Interface	Req'd for Go-Live	Description	Frequency of Data Flow	Mode
		SSN Race Gender DOB Address		
<p>Interface: CJIS Permanent Number (CIN) Lookup Selected Proposer: ITD Application: CJS (Criminal Justice System) Platform: CA-IDMS mainframe-based DBMS running under MVS. IDMS Release 18.0. Development Tool: ADSO, IDD, IDMS COBOL Keys: Jail Number, CIN Number, Case Number, Name, IDS Number</p>	Yes	<p>The interface is used to look for Inmates that are not assigned a CIN at time of booking. The interface checks the CJIS web service for any inmate in the Selected Proposer system without a CIN. If the CIN has been updated/assigned, the Selected Proposer updates the system with the proper CIN.</p> <p>Data Exchange Values: Data element passed to CJIS for inmate lookup: Booking Number Data elements received from CJIS: Book Date/Time Release Date/Time Booking Number Permanent Number (CIN) Name fields Housing Locations SSN Race Gender DOB Address</p>	Every Minute	Auto
<p>Interface: CJIS JMS Active Roster Selected Proposer: ITD Application: CJS (Criminal Justice System)</p>	Yes	<p>CJIS creates and updates in a SFTP site an ascii text file of all active inmates to be retrieved by the Selected Proposer's application. This information is used to capture any inmates that may have been missed in the Web Service Interface (possible network</p>	Every Hour	Auto

Interface	Req'd for Go-Live	Description	Frequency of Data Flow	Mode
<p>Platform: CA-IDMS mainframe-based DBMS running under MVS. IDMS Release 18.0.</p> <p>Development Tool: ADSO, IDD, IDMS COBOL</p> <p>Keys: Jail Number, CIN Number, Case Number, Name, IDS Number</p>		<p>outage or CJIS maintenance). This also is used to update inmate housing locations.</p> <p>Data Exchange Values:</p> <p>Booking Number</p> <p>Permanent Number (CIN)</p> <p>Name fields</p> <p>Housing Locations</p> <p>SSN</p> <p>Race</p> <p>Gender</p> <p>DOB</p> <p>Address</p>		
<p>Interface: Mugshot Interface</p> <p>Selected Proposer: DataWorks</p> <p>Application: Mugshot</p> <p>Platform: Microsoft SQL Server 2014 - 12.0.2000.8 (X64)</p> <p>Development Tool: Microsoft .Net Development platform</p> <p>Keys: Jail Number, Mugshot ID, CIN, SID, FBI #, OBTS, SSN</p>	<p>Yes</p>	<p>The Selected Proposer's application retrieves Mugshot and Property Images from Mugshot system to display inmate mugshots and for property verification upon release</p> <p>Data Exchange Values:</p> <p>Booking number</p> <p>Mugshot Image</p> <p>Property image</p>	<p>Every Minute</p>	<p>Auto</p>

APPENDIX C – INFORMATION TECHNOLOGY SECURITY MATRIX

H.R. 5515

In accordance with US House of Representatives H.R. 5515 “National Defense Authorization Act for Fiscal Year 2019” House Bill, the Solution shall not utilize products or services from the manufacturers listed therein.

The Proposer is requested to enter a code in the space provided that best corresponds to the intended response for the requests listed. Comments that further clarify how the functionality is addressed shall be included in the Response Comments column.

The acceptable codes are as follows:

“Y” – Will be FULLY met (without configuration or modification).

“C” – Will be met via configuration (without changing base source code).

“M” – Will be met via modification of the base source code.

“N” – Will not be met. If an alternative compensating control is being proposed, please provide a detailed explanation. A blank or N/A in any box will be interpreted as an "N".

Functionality		Meet (Y/C/M/N)	Module / Detailed Explanation
1	Solution uniquely identifies each user.	Y	
2	Solution provides integration with Microsoft Active Directory or Azure Active Directory for user authentication of Internal users. (ADFS, FIM, MIM)	Y	Entra-ID (updated version of applications referenced) can be leveraged for County SAML/SSO into Command Cloud.
3	Solution can be installed and maintained in accordance to the Microsoft Active Directory administrative tier model. https://docs.microsoft.com/en-us/windows-server/identity/securing-privileged-access/securing-privileged-access-reference-material	Y	Same as above.
4	Solution can be installed and maintained in accordance to the principle of least privilege for LINUX/UNIX/AIX systems.	Y	
5	Solution can be installed and maintained in accordance to the principle of least privilege for Database systems.	Y	
6	Solution uniquely identifies each process (system, service) account.	Y	
7	Solution supports scheduled password rotation of process (system, service) accounts.	C	The County can maintain control over access restrictions/requirements and accounts connected to Entra-ID. GUARDIAN RFID accounts adhere to this requirement via Okta.

8	Default System accounts are either disabled or capable of being renamed. (e.g. administrator/admin, guest)	C	The County can maintain control over access restrictions/requirements and accounts connected to Entra-ID. GUARDIAN RFID accounts adhere to this requirement via Okta.
9	Accounts are automatically disabled after a configurable period of inactivity (e.g. 90 days).	C	The County can maintain control over access restrictions/requirements and accounts connected to Entra-ID. GUARDIAN RFID accounts adhere to this requirement via Okta.
10	Solution utilizes account passwords for authentication.	C	The County can maintain control over access restrictions/requirements and accounts connected to Entra-ID. GUARDIAN RFID accounts adhere to this requirement via Okta.
11	Account Password complexity is configurable to allow for a minimum of 12 characters comprised of upper and lower alpha, numeric and special characters (e.g. !, @, #, \$, %, &, *)	C	The County can maintain control over access restrictions/requirements and accounts connected to Entra-ID. GUARDIAN RFID accounts adhere to this requirement via Okta.
12	Passwords are suppressed (not echoed back) when entered by users.	C	The County can maintain control over access restrictions/requirements and accounts connected to Entra-ID. GUARDIAN RFID accounts adhere to this requirement via Okta.
13	Solution supports Multi-Factor Authentication (MFA)	C	The County can maintain control over access restrictions/requirements and accounts connected to Entra-ID. GUARDIAN RFID accounts adhere to this requirement via Okta.
14	User login credentials (user account/password) are encrypted in transmission with a minimum of AES 256 bit encryption	C	The County can maintain control over access restrictions/requirements and accounts connected to Entra-ID. GUARDIAN RFID accounts adhere to this requirement via Okta. Any necessitated access to Spartan devices utilizing Mobile Command XR can be discussed.
15	Solution supports password history functionality whereby password re-use is prohibited for a	C	The County can maintain control over access

	configurable number of prior passwords of at least 10.		restrictions/requirements and accounts connected to Entra-ID. GUARDIAN RFID accounts adhere to this requirement via Okta.
16	Solution supports administrative passwords aging of 30 days.	C	The County can maintain control over access restrictions/requirements and accounts connected to Entra-ID. GUARDIAN RFID accounts adhere to this requirement via Okta.
17	Administrative accounts have the capability of resetting passwords	C	The County can maintain control over access restrictions/requirements and accounts connected to Entra-ID. GUARDIAN RFID accounts adhere to this requirement via Okta.
18	Solution provides user self-service password reset functionality utilizing a challenge and response authentication	C	The County can maintain control over access restrictions/requirements and accounts connected to Entra-ID. GUARDIAN RFID accounts adhere to this requirement via Okta.
19	Solution includes self-service challenge and response that are comprised of 8 challenge questions and stores user's responses during registration. Responses must be stored with a minimum of AES 256 bit encryption.	C	The County can maintain control over access restrictions/requirements and accounts connected to Entra-ID. GUARDIAN RFID accounts adhere to this requirement via Okta.
20	Solution includes self-service password reset that presents user with a configurable number of random challenge questions which when answered correctly will enable the password to be reset.	C	The County can maintain control over access restrictions/requirements and accounts connected to Entra-ID. GUARDIAN RFID accounts adhere to this requirement via Okta.
21	Solution supports the ability to limit unsuccessful login attempts to 5. If the number of unsuccessful login attempts is exceeded, system locks out or disables user account.	C	The County can maintain control over access restrictions/requirements and accounts connected to Entra-ID. GUARDIAN RFID accounts adhere to this requirement via Okta.
22	Solution supports limiting concurrent user sessions to 1 by default, and the number of concurrent user sessions is configurable by administrators.	N	Session(s) tie to a device per OS. Currently we allow a user to sign in from multiple devices at the same time. Mission Command and Mobile Command XR also access and utilize the same logically segregated database for the county.

23	Solution provides administrative capability to lock or disable accounts whenever necessary.	Y	
24	Solution supports the display of a configurable warning, pre-login banner during solution login indicating that unauthorized access is prohibited.	Y	
25	Solution supports the ability to manage users based on group membership. (role based privileges) in addition to assigning/revoking specific user based privileges	C	The County can maintain control over access restrictions/requirements and accounts connected to Entra-ID. GUARDIAN RFID accounts adhere to this requirement via Okta.
26	Solution provides tools and reporting to enumerate user rights/privileges, group membership, access to locations/functions or user profiles	C	The County can maintain control over access restrictions/requirements and accounts connected to Entra-ID. GUARDIAN RFID accounts adhere to this requirement via Okta.
27	Solution provides audit logging capability which captures successful logins, unsuccessful logins, records viewed, printed, added, deleted or modified and has the capability to retain logs for a period of 5 years plus current.	C	Enhanced logging capabilities and correlating retention requirements will require agency funding for any customizations/upgrades to fully apply this requirement.
28	Solution audit logs captures date and time, user account, source IP address, audit event and success or failure of event	C	Enhanced logging capabilities and correlating retention requirements will require agency funding for any customizations/upgrades to fully apply this requirement.
29	Solution prohibits administrators from disabling the audit mechanism.	C	
30	Solution ensures the audit log is protected from unauthorized access. (i.e. logs are capable of simultaneously being sent to a logging server or SIEM in addition to being maintained locally)	C	
31	Solution prevents users or administrators from editing the audit log. (modifying, deleting or adding log entries)	C	
32	Solution provides for software version controls to prevent outdated versions of software access to DBMS.	Y	
33	Solution generates outbound alerts and notifications. Explain what data is contained in said messages (e.g. email alerts, automated reports, SNMP traps).	Y	Email alerts via OI
34	If Solution's database is relational, referential integrity is enforced by the RDBMS	Y	
35	Solution prohibits users, developers, DBA's or system administrators from making changes to posted, completed or closed transaction records.	N/A	Unless changes are requested by the County to reflect accuracy (for whatever reason prospectively

			identified by County), this is prohibited and GUARDIAN RFID employees do not interact with records.
36	Solution provides rollback processes incorporated into the database for all critical transactions	Y	
37	Solution ensures that sensitive data (data that falls under the scope of FSS 539.003 , CJIS, PII, SOX, HIPAA, and PCI requirements) is encrypted during transmission over the client's network (minimum AES 256-bit encryption)	Y	
38	Solution ensures that sensitive information (data that falls under the scope of FSS 539.003 , CJIS, PII, SOX, HIPAA, and PCI) which is vulnerable to unauthorized access, encrypted while in storage (minimum AES 256-bit encryption)	Y	
39	Solution ensures that Is sensitive information (data that falls under the scope of FSS 539.003 , CJIS, PII, SOX, HIPAA and PCI) encrypted for transmission over external networks or connections. (minimum AES 256-bit encryption)	Y	
40	If Cloud Hosted, Solution is hosted in an audited data center complying with ISO 27001, SAS 70, SSAE 16 or SOC2 or3 audit standards. (please provide copy of most recent audit)	Y	
41	If Cloud Hosted, Solutions has controls in place which prohibit Hosting or Solution's employees or 3 rd party vendor technical support personnel access to or the ability to access, view or modify customer confidential data in compliance with FSS 536.003 . Please describe controls used to ensure data confidentiality, including encryption and key storage mechanisms.	Y	
42	If Cloud Hosted, Solution is a high availability solution with either active-active or active-passive failover between geographically diverse data centers	Y	Pending specific county requirements, enhanced availability capabilities and correlating infrastructure engineering will require agency funding for any customizations/upgrades.
43	If Cloud Hosted, System and data is physically located within the Continental United States.	Y	
44	If Cloud Hosted, System is accessible from the County network and Proxy infrastructure	Y	We restrict access via allow-list to the County's identified Wi-Fi IP address
45	If Cloud Hosted, System encrypts all sessions from initiation to termination using validated encryption ciphers (TLS 1.2 or higher)	Y	

46	If Cloud Hosted, Solution is scanned for vulnerabilities on a regular basis (monthly) using commercially available vulnerability scanners such as Nessus, Qualys etc. Monthly vulnerability reports must be shared with the County.	C	Would need to discuss what needs to be shared and in what format. Traditionally we do not share vulnerability results but can share with the County our vulnerability management process covered in our SOC report.
47	Solution must be regularly patched with appropriate OS/database/application security patches within 30 days of vendor release.	N	Vendor limitations restrict ability to meet 30 day requirements. Agree where vendor limitations do not exist.
48	Solution must have "Critical" security patches applied within 7 (seven) calendar days of release from vendor.	C	Would need to discuss what needs to be shared and in what format. Traditionally we do not share vulnerability results but can share with the County our vulnerability management process covered in our SOC report.
49	Solution must be maintained on current supported release of OS/database/applications. End of Life (EOL) versions will be upgraded prior to end of vendor support date.	C	Hardware and software updates to meet this requirement are limited by vendor capability and will require agency funding for any customizations/upgrades to fully apply this requirement.
50	Solution must be scanned for Application vulnerabilities on a regular basis (monthly) using commercially available vulnerability scanners such as HP WebInspect, Veracode, or IBM AppScan, or comparable.	C	Would need to discuss what needs to be shared and in what format. Traditionally we do not share vulnerability results but can share with the County our vulnerability management process covered in our SOC report.
51	If Cloud Hosted, Solution or solution will have change control processes implemented to provide application vulnerability scanning (PCI, OWASP top 20) prior to production migration of any changes. All "Medium, Critical, and Severe" vulnerabilities will be remediated prior to migration. Application vulnerability reports will be shared with the County.	C	Would need to discuss what needs to be shared and in what format. Traditionally we do not share vulnerability results but can share with the County our vulnerability management process covered in our SOC report.
52	Any API must use API key security (X-API-Key) or demonstrate alternate security controls.	C	
53	If Cloud Hosted, Solution is protected using Intrusion Detection and Prevention technology (IDS/IPS)	Y	
54	If Cloud Hosted, Solution is protected against Distributed Denial of Service (DDOS) Attack	Y	

APPENDIX D – FUNCTIONALITY MATRIX

The Proposer is requested to enter a code in the space provided that best corresponds to the intended response for the requests listed. Comments that further clarify how the functionality is addressed shall be included in the Response Comments column.

The acceptable codes are as follows:

"Y" – Will be FULLY met (without configuration or modification).

"C" – Will be met via configuration (without changing base source code).

"M" – Will be met via modification of the base source code.

"N" – Will not be met. If an alternative compensating control is being proposed, please provide a detailed explanation. A blank or N/A in any box will be interpreted as an "N".

Requirement No.	Functionality	Met (Y/C/M/N)	Module / Detailed Explanation
C			
1	System must allow for integration to Criminal Justice Information System (CJIS) or Rounds, Inmate and Detainee Tracking Management Solution for: <ul style="list-style-type: none"> a) Inmate booking data. b) Mugshots. c) permanent housing assignments d) characteristics of Unit/cell configuration e) inmate alerts (medical health and mental health considerations, special meal etc.) f) characteristics of inmate (e.g., suicide watch, Combative, safety cell) 	Y	Our proposal (Command Cloud) offers our resting API (Wolpack API) to be integrated with the agency's JMS and can accept data points from each of the categories identified.
2	Solution allows for the mapping of the Facility floors, units, cells etc. and the representation of this to an officer mobile device.	Y	For clarity, we will map the location data points from the agency's JMS and make those same locations available in our Command Cloud solution for movements and other location identification. This proposal does not include a visual representation of the locations on a visual map.
3	Solution allows the setup of scheduling and compliance of round completion by cell type, inmate type etc.	Y	Each location with an RFID value assigned within Command Cloud can be activated on our Compliance Monitor with individual compliance timers set. Inmates with an active special compliance status will automatically update compliance timers for their current location based on the special compliance status setup.
4	Solution allows for the regular update of changes in Unit/Cell characteristics from CJIS or JMS which could impact the maximum round interval compliance.	N	Command Cloud does allow for regular updates from the JMS for inmate characteristics, including special compliance statuses. Special compliance statuses associated with an inmate would automatically change maximum round interval compliance for locations currently associated with the inmate. Additionally, Command Cloud allows for compliance monitor schedules per location, so the agency can setup schedules within Command Cloud that would turn compliance monitoring On/Off or change maximum round interval.
5	Solution allows for the "reactivation" of cell or round requirements by authorized parties for reasons such as: inactive cell; inactive Unit; temporary change in round review period etc.	Y	Command Cloud provides the ability to activate/inactivate compliance monitoring based on user permissions.
6	Solution is able to integrate with CJIS or Rounds, Inmate and Detainee Tracking Management Solution to dynamically update the maximum cell check time based on real time changes in jail population and housing configuration, (e.g., if inmate is marked as suicide, the max time is reduced automatically)	Y	Command Cloud does allow for regular updates from the JMS for inmate characteristics, including special compliance statuses. Special compliance statuses associated with an inmate (e.g. suicide watch) would automatically change maximum round interval compliance for locations currently associated with the inmate.
7	Solution has method to document the physical presence of the officer as part of the round compliance. Any additional devices required to ensure this must be quoted in the bid and noted in comments.	Y	Command Cloud includes SPARTAN mobile devices running our Mobile Command XR application. Officers use SPARTAN to complete compliance checks (rounds), including the ability to scan RFID tags throughout the facility documenting physical proof of presence and logging officer details as part of the scan.
8	Solution must have a real time alert Solution or management dashboard to show areas of non-compliance with set round standards.	Y	Command Cloud includes our active Compliance Monitor, filterable by location, and available on both Mobile Command XR on SPARTAN and the Mission Command website on the agency's computers.
9	Solution has an ability to compile compliance data to Supervisors.	Y	Command Cloud includes an array of reports for all actions completed in the system available to Supervisors and users with appropriate permissions.
10	Solution must allow for capture of inmates under restraint and/or suicide watch and manage the easy notation of observation of inmate behavior and well-being.	Y	Command Cloud includes an Observation Checks module in addition to the standard compliance checks. Observation Checks allow Officers to notate inmate behavior and well-being, shake-down and cell check logging, take photos and video, as well as custom documentation as part of the record. Mobile Command XR permits typing with onscreen keyboard or voice to text capability for all custom documentation within modules.
11	Solution allows the custom configuration of standard observation notes for officers to select.	Y	Command Cloud includes an Observation Checks module in addition to the standard compliance checks. Observation Checks allow Officers to notate inmate behavior and well-being, shake-down and cell check logging, take photos and video, as well as custom documentation as part of the record. Mobile Command XR permits typing with onscreen keyboard or voice to text capability for all custom documentation within modules.
12	Solution allows the capture of inmate observation notes via Voice to Text whether online or offline.	Y	Command Cloud includes an Observation Checks module in addition to the standard compliance checks. Observation Checks allow Officers to notate inmate behavior and well-being, shake-down and cell check logging, take photos and video, as well as custom documentation as part of the record. Mobile Command XR permits typing with onscreen keyboard or voice to text capability for all custom documentation within modules.
13	Solution allows for the logging of shake-down or cell checks, and the cataloging / tracking of items found?	Y	Command Cloud includes an Observation Checks module in addition to the standard compliance checks. Observation Checks allow Officers to notate inmate behavior and well-being, shake-down and cell check logging, take photos and video, as well as custom documentation as part of the record. Mobile Command XR permits typing with onscreen keyboard or voice to text capability for all custom documentation within modules.
14	Solution allows the scanning of an inmate armband or tag and display inmate data, Mugshot, inmate restrictions, diet, special handling concerns.	Y	Command Cloud allows scanning of an inmate armband, id card, or associated location hard tag to access inmate profile which includes inmate data, mugshot, restrictions, diet, special handling, etc.
15	Solution allows the enforcement and reporting of rounds through way point tags, Unit/cell tags, inmate armbands etc.	Y	Command Cloud uses RFID enabled fixed hard tags located throughout the facility to complete compliance checks (rounds) and inmate armbands or id cards for movements and other location identification.
16	Solution allows supervisors to identify potential abuse of round compliance due to speed of round, average time between tags etc.	Y	Command Cloud includes an array of reports for all actions completed in the system available to Supervisors and users with appropriate permissions.
17	Solution provides facility supervisor level dashboards or reports that aid in assessing staff, shift or location efficiency, workloads etc.	Y	Command Cloud includes an array of reports for all actions completed in the system available to Supervisors and users with appropriate permissions.
18	Solution has the ability to create a jail incident and capture core information about that incident including inmates involved, brief narrative, photographs etc.	Y	Command Cloud includes an Observation Checks module in addition to the standard compliance checks. Observation Checks allow Officers to notate inmate behavior and well-being, shake-down and cell check logging, take photos and video, as well as custom documentation as part of the record. Mobile Command XR permits typing with onscreen keyboard or voice to text capability for all custom documentation within modules.
19	Solution has the ability to integrate with a CJIS or JMS to send any captured incident information to the Solution of record.	Y	Command Cloud includes our resting API (Wolpack API) to be integrated with the agency's JMS and can accept data points from the JMS. Wolpack API is also available for the JMS to retrieve captured information from Command Cloud to be downloaded into its system.
20	Deploy as a wireless network with the ability to wirelessly provide updates to Operating Solution, devices and applications, including security patches or fixes. Security updates shall be implemented within 30 days of release.	Y	SPARTAN devices connect wirelessly, automatically syncing updates and downloads, including security patches and Mobile Command XR updates.
Solution Functionality Technology Response: Inmate Moves Response			
21	Solution has the ability to receive an integration list of inmates for transfer or escort from CJIS or a Jail Management Solution for initial housing or release etc.	C	Command Cloud includes our resting API (Wolpack API) to be integrated with the agency's JMS and can accept data points from the JMS, including inmate housing/location information. Tasks for inmate transports and escorts can be manually entered into Command Cloud's Task Management module, but cannot be received as part of the JMS integration.
22	Officer is able to use the handheld device to build a list of inmates for subsequent transfer or escort to a location (e.g., Court, Rec, Religious Ceremony etc.)	Y	Tasks for inmate transports and escorts can be manually entered into Command Cloud's Task Management module in both Mission Command and Mobile Command XR.
23	Officer is able to use the handheld device to scan inmate wristbands / ID tags to build a list for escort or transport.	C	Tasks for inmate transports and escorts can be manually entered into Command Cloud's Task Management module in both Mission Command and Mobile Command XR, but cannot be built by scanning inmate wristbands or id tags.
24	Officer is able to assign a single or a group of inmates as "in transit" under their escort from the mobile device	Y	Command Cloud allows transporting Officer to assign inmates as "in Transit" during their escort.
25	Receiving Officer is able to "check-in" inmates to housing or to other location from In Transit (e.g., Medical Officer "accepts" the In Transit inmates)	Y	Command Cloud allows receiving Officer to "check-in" inmates upon receipt.
26	Solution has the ability to allow inmates to have a supervised "check-in" or track them to a common location (for example Recreation/Medical Kitchen etc.) – this could be achieved from a proximity sensor or similar by the area's ingress / egress.	N	We are currently developing a stationary "check-in" solution, which could be added once available. Out of cell location movements and check-ins can be completed using Mobile Command XR on SPARTAN however.
27	Solution has the ability to easily initiate a "go-home" escort, taking the inmate back to their home location, (e.g., once Court Hearing has finished, queue up those inmates ready to be returned)	Y	Command Cloud does not include a queuing feature, but does include an easy "go-home" return feature allowing Officers to return inmates directly to their home location.

28	Solution enforces "keep-separates" when transporting or moving inmates into holding cells or any other defined destination.	Y	Command Cloud includes our resting API (Wolpack API) to be integrated with the agency's JMS and can accept data points from the JMS, including keep separate data. Keep separate data can also be entered into Command Cloud manually. Command Cloud warns Officers when inmates with keep separates are being moved to the same location and require an override approval/denial for logging before movement is completed.
29	Solution displays transportation or escort alerts when moving an inmate (e.g., medical alert, safety cell only etc.	Y	Command Cloud does display special statuses during all movements on Mobile Command XR, including compliance statuses, special info, and meal restrictions.
30	Solution provides ability to perform partial or full facility head counts using mobile devices	Y	Command Cloud includes both formal and informal headcounts for full or partial facilities.
31	Solution has a "management module" or similar where jail wide head counts are managed, and exceptions noted for the entire population.	Y	Command Cloud's Headcount Dashboard on Mission Command includes the ability to start and finish formal headcounts and note exceptions when inmates cannot be physically counted.
32	Solution shall be able to setup Inmate Programs and record escort and attendance to programs.	Y	Command Cloud allows Officers to log escorts and movements to any out of cell location, including programs. Movement action can include additional, custom notation about the program, etc. in the log.
33	Solution is able to track date and time of inmate moves and transfers including time in transit, assigned officer etc.	Y	Command Cloud allows Officers to log escorts and movements to any out of cell location, including programs. Movement action can include additional, custom notation about the program, etc. in the log.
34	Solution is able to report metrics per officer, per location, per transfer type and other available acceptance / refusal fields in the Solution.	Y	Command Cloud logs Officer actions throughout the various modules.
35	Solution enables the monitoring and tracking of inmates.	Y	Command Cloud includes Compliance Checks, Observations, and Movements, among many other modules for monitoring and tracking inmate movements and activities throughout the facility.
36	Solution allows a transportation officer to "drop off" an inmate at an interim location (e.g., holding cell) while maintaining the need to transport the inmate to their final destination (e.g., a Court chain transfer was interrupted by an unruly inmate who was deposited into a holding cell until the remainder of inmates are delivered).	Y	Tasks for inmate transports and escorts can be manually entered into Command Cloud's Task Management module in both Mission Command and Mobile Command XR. Officers can complete out of cell movements to any available location within the system during a transport, logging current location of inmates.
37	Solution tracks inmate access to services such as, Medical, chaplain and have the ability to report by inmate or by service.	Y	Command Cloud allows Officers to log escorts and movements to any out of cell location, including programs. Movement action can include additional, custom notation about the program, etc. in the log.
Solution Functionality Technology Response: Services Response Code			
38	Solution is able to be configured to track custom "service types" (e.g., Meals, Medication, uniform exchange)	Y	Command Cloud includes Meals, Observations, and Supplies, among many other modules for monitoring and tracking inmate movements and activities throughout the facility.
39	Solution is able to track at the inmate level whether the service was offered / rejected / accepted	Y	Command Cloud includes an array of reports for all actions completed in the system available to Supervisors and users with appropriate permissions.
40	Solution tracks inmate access to, and durations of use of mandatory items such as showers, Recreation and have the ability to report by inmate or by service.	Y	Command Cloud includes an array of reports for all actions completed in the system available to Supervisors and users with appropriate permissions.
41	Mobile Device allow the capture of officer or inmate signatures related to refused services.	Y	Command Cloud includes signature capture capability.
Solution Functionality Technology Response: Technology Response			
42	Solution preference is to utilize secure RFID for communication with handheld device.	Y	Passive RFID technology is used in our location hard tags, inmate wristbands, inmate and officer ID cards, and is read by our SPARTAN devices.
43	If RFID is not available in your solution, does your Solution have a way to validate officer presence?	Y	Passive RFID technology is used in our location hard tags, inmate wristbands, inmate and officer ID cards, and is read by our SPARTAN devices.
44	RFID or Cell Tags be passive and not require any cabling to operate.	Y	Passive RFID technology is used in our location hard tags, inmate wristbands, inmate and officer ID cards, and is read by our SPARTAN devices.
45	Mobile Devices shockproof / waterproof certified to a government specification.	Y	SPARTAN devices are 8ft. drop rated with Corning Gorilla Glass displays and are waterproof sealed at IP68 & IP65 standards.
46	Mobile Devices equipped with camera and allow the collection of tag / location information with photos taken.	Y	SPARTAN devices are equipped with 13MP rear facing and 5MP front facing cameras. Photos and videos are captured in Mobile Command XR using a module which will relate the photo/video to a location, inmate, and/or action based on the module.
47	Vendor provide integration services through Restful API as a preference. Details of integration services and model shall be provided separately.	Y	Command Cloud offers our resting API (Wolpack API) to be integrated with the agency's JMS.
48	Mobile device have replaceable battery or expected battery life over 8 hours of continual use.	Y	SPARTAN devices have an expected battery life over 8 hours of continual use when charged and treated appropriately, but also come with a second, hot-swappable battery and charger.
49	Mobile device able to auto log off after a specified time period if officer has not logged out.	Y	Command Cloud's Mobile Command XR application includes a customizable auto-logout timer.
50	Mobile device allow disconnected use from a network with a synchronization capability upon reconnection without the need to create a device (i.e., wireless connectivity).	Y	Command Cloud's Mobile Command XR application is a store & forward application and can be used when disconnected from an active network. Auto synchronization does occur when active network is reconnected without the need to create the device.
51	All functionality of the device available in offline and online modes (e.g., voice to text capabilities for capturing observation notes etc.)	Y	All Command Cloud modules remain active and available in offline and online modes.
52	Device able to be locked down to specific functions and applications. Define whether this is managed by the vendor or by a 3rd party Solution provided by the vendor or by the County.	Y	SPARTAN devices are managed remotely by GUARDIAN RFID using an MDM software and come locked down for use with specific software. Command Cloud's Mobile Command XR application can be further managed by agency system administrators to allow certain functionality within the application for defined user groups.
53	RFID tags or location tags have lifetime warranty replaceable at no cost to the County.	Y	GUARDIAN RFID hard tags (location tags) include a lifetime warranty.
54	Vendor offer waterproof inmate wristband with configurable data options that may be printed for inmate ID.	Y	GUARDIAN RFID offers extra-wide wristbands that can have a printed label and RFID chip laminated inside.
55	Tags be mountable with either secure screws or be enclosed in a tamper-proof/shatterproof unit.	Y	GUARDIAN RFID hard tags are mountable with agency selected security screws.
56	If vendor provides an RFID solution, the Solution ensures that no duplicate RFID tags exist in the inmate population.	Y	GUARDIAN RFID provides unique RFID tags.
57	Mobile devices able to store inmate population on the device to ensure off-line mode is available to officers at any time.	Y	Command Cloud's Mobile Command XR application stores inmate population and on the device and will work in offline mode.
58	Solution provides database schema or ODB access so custom analytic reports can be generated by MDCR.	N	We intend to develop a solution for DB access for analytic reporting in the future, but this feature is not available currently. However, Command Cloud includes an array of reports for all actions completed in the system available to Supervisors and users with appropriate permissions.

59	Vendor identify if any perimeter monitoring/ invisible wall solutions are available that work with inmate armbands.	N	Question not fully understood. If this is referring to far field detection, Command Cloud does not currently include this solution.
Device Requirements			
60	Hardened, proven in the corrections environment device. A modified off-the-shelf product may be considered.	Y	Command Cloud with SPARTAN
61	Case be either sealed or accessible only by security screws with unique unlock tool.	Y	SPARTAN cases are sealed and waterproof to IP68 & IP65 standards
62	Preferred Scored - magnetic charging - the charging port attaches to and charges the tablets and kiosks via a magnetic connection. Tablets and Mobile Kiosks must not be able to be used to charge other devices. Any access ports must not allow data transfer by the Detainee.	Y	Charging bases use metal contacts for charging.
63	Flame Resistant	Y	Confirmed.
64	Military Drop Tested	Y	8ft. drop rated.
65	At least 32GB of onboard RAM, a battery of at least 8000mAh	Y	Memory: 3GB RAM/32GB Battery: 4250 mAh with second, hot-swappable battery included
66	Minimum 5" Screen Size	Y	Screen: 5.5" HD+ (1440x720)
67	Non-Removable Lithium Battery	N	Hot-swappable battery
68	A variety of Device Charging Solutions Available (i.e., mobile cart, secured wall units)	Y	4-device group charging base or single device charging base available

Additional Functionality

The Proposer is requested to enter any additional functionality they can offer not included in the General Functionality, 3rd Party Interface, or Technical Specifications matrices. Please indicate if the functionality is current, or set for a future release date, and include the estimated date for future release.

Specification	Type	Estimated Release Date	Description	
1	4Sight Labs Integration	C	Existing Functionality	4Sight Labs wearable device alerts will show and give an audible alert on the Spartan.
2	Axon Integration	M	Expected to be complete in the next 12 months	We are working with Axon to have any videos, photos, wordblocks, and talk to text information taken with the Spartan to be stored in Axonevidence.com

APPENDIX B – PRICE SCHEDULE

APPENDIX B
FORM 1 - PRICE PROPOSAL SCHEDULE

Rounds, Inmate and Detainee Tracking Management Solution

All pricing includes all cost components of the Solution being proposed to meet the specifications outlined in Appendix A of this agreement.

A. INITIAL FIVE (5) YEAR TERM PRICING

BREAKDOWN OF FIVE (5) YEAR INITIAL TERM TOTAL PRICE	
DESCRIPTION	TOTAL PRICE
Software/ User Licensing (Table B1)	\$2,146,200
Implementation Services (Table B2)	\$40,880
Hosting, Maintenance and Technical Support Services (Table B3)	\$0 – No Charge
Training (Table B4)	\$60,000
Interfaces and Integration (Table B5)	\$0 – No Charge
Hardware/ Devices (Table B6)	\$907,290
Miscellaneous Additional Costs/ Credits (Table B7)	\$7,273.40
TOTAL PRICE FOR FIVE (5) YEAR INITIAL CONTRACT TERM:	\$3,161,643.40

*Miscellaneous Additional Costs/ Credits includes Shipping.

TABLE B1 - PRICE BREAKDOWN FOR PROPOSED SOFTWARE / USER LICENSING				
Software Product Name and Proposed Version	License Type / Description <i>Explain type of license provided.</i> (Site, Per User, Concurrent, etc.)	Unit Price	Quantity	Total Price
Mission Command Enterprise AWS Gov Cloud	All Sites - Unlimited users, unlimited data, Amazon Web Gov Cloud hosted. Each facility will have their own site.	\$222,995	5	\$1,114,975
Operational Intelligence	All Sites - OI is the business intelligence layer of Command Cloud, that powers real-time diagnostic analytics.	\$27,995	5	\$139,975
MDC071				

Academy Unlimited	All Sites - Optional Training that is available to	\$0	1	\$0 – No Charge
Mobile Command XR	All Sites - Software for the Spartan 3. (Metro West Detention Center)	\$775.00	1150	\$891,250
Total Price for Software/ User Licensing for Five (5) Year Initial Term:				\$2,146,200

TABLE B2 - PRICE BREAKDOWN FOR IMPLEMENTATION SERVICES	
Description/Task	Total Price
Phase 1 - Implementation Kickoff	\$10,220
Phase 2 - Software + Network	\$10,220
Phase 3 - Hardware Delivery	\$10,220
Phase 4 - Quality Assurance	\$10,220
Phase 5 - On-Site Training + Go-Live	*\$0 – No Charge
Total Price for Implementation Services for Five (5) Year Initial Term:	\$40,880

*Cost associated to training are included in table B4. Price Breakdown for Training

TABLE B3 - PRICE BREAKDOWN FOR HOSTING, MAINTENANCE AND TECHNICAL SUPPORT SERVICES	
Description/Task	Total Price
Hosting, Maintenance and Support Fees – Year 1 after Final Acceptance (total annual System Renewal Fee)	\$590,240
Hosting, Maintenance and Support Fees – Year 2 after Final Acceptance (total annual SRF)	\$590,240
Hosting, Maintenance and Support Fees – Year 3 after Final Acceptance (total annual SRF)	\$590,240
Hosting, Maintenance and Support Fees – Year 4 after Final Acceptance (total annual SRF)	\$590,240
Hosting, Maintenance and Support Fees – Year 5 after Final Acceptance (total annual SRF)	\$590,240
Total Propose Price for Hosting Services for Five (5) Year Initial Term:	\$2,951,200

TABLE B4 - PRICE BREAKDOWN FOR TRAINING	
Description/Task	Total Price
On-Site Training – All Sites – Train the Trainer and/or End-User Training	*\$2,000 per day
Total Proposed Price for Training for Five (5) Year Initial Term:	\$60,000

*30 Days (each individual trainer on site is considered one day per trainer, any days of training not used in initial training can be used anytime within the 5 year period)

TABLE B5 - PRICE BREAKDOWN FOR PROPOSED INTERFACES AND INTERGRATION	
Description	Total Price
Interfaces and Integration	*\$0 – No Charge
Total Proposed Price for Interfaces and Integration for Five (5) Year Initial Term:	*\$0 – No Charge

*Interfaces and Integration will be provided to the County with its Representational State Transfer (REST) REST Application Programming Interface (API)API at no additional cost. This can be used to build the interface between the JMS and GUARDIAN RFID

TABLE B6 - PRICE BREAKDOWN FOR PROPOSED HARDWARE/DEVICES				
<i>*All Product items in Table B6 are for All Sites</i>				
Product Name and Description	Description <i>Explain type of Hardware/device and provided quantity.</i>	Unit Price	*Quantity	Total Price
Spartan 3 Android	Handheld Device	\$700	1,150	\$805,000
3 Year Warranty. One for one trade every 36 months	(2) new batteries “as needed” per device during the 36 Months	Included	Per Spartan	N/A
RFID Hard Tag for Cell, Location, Unit, Pod, etc. “Lifetime Warranty”	RFID Hard Tag	\$20	1590	\$31,800
RFID Activator	RFID Activator for Officer ID Cards, Hard Tags and Inmate Wristbands	\$325	11	\$3,575
Staff RFID ID Cards	RFID Cards for staff. Used to Login to the Spartan 3 Handheld Device	\$300	9 Boxes of 200 cards	\$2,700
Extra-Wide RFID Wristbands (9 different colors to choose from)	Extra-Wide RFID Wristbands (Used for inmates of all classifications)	\$675	65 boxes of 450 wristbands	\$43,875 (Purchase as needed)

Includes, Wristband, RFID Chip, metal or plastic fasteners.				
Wristband Label Printer	GUARDIAN RFID Wristband Label Printer. supported by GUARDIAN RFID. One year warranty included.	\$1,700	2 printers per site	\$13,600 Year 1 only
Wristband Labels	GUARDIAN RFID wristband labels can present inmate information such as photo, DOB and other specific information.	\$60	13 rolls (1,600 labels per roll)	\$780 (Purchase as needed)
RFID Wristband Laminator	4" GUARDIAN RFID Wristband Laminator One Year warranty	\$375	8 (2 per site)	\$3,000 One time purchase
Extra-Wide Wristband Fastener Crimper	GUARDIAN RFID® Extra-Wide Wristband Fastener Crimper	\$125	8 (2 per site)	\$1,000 (Purchased as needed)
Wristband Printer Toner	Toner for Wristband Printer	\$70	28	\$1,960 (Purchase as needed)
Total for Hardware/ Devices for Five (5) Year Initial Term:				\$907,290

** All quantities listed are an 'up to' amount and shall not be considered a guarantee of purchase. Any increase in quantities, above the amounts listed above shall be purchased through Optional services.*

TABLE B7 - PRICE BREAKDOWN FOR MISCELLANEOUS ADDITIONAL COSTS/CREDITS	
*Including but not limited to, any costs associated with third party services related to payment processing	
Description/Task	Total Proposed Price
Any customization would be charged hourly. This includes Designing additional custom modules.	\$250.00 per hour
Shipping of all Hardware- Initial Purchase (Year One) Only	\$7,273.40
Shipping of all Hardware- After Initial Purchase Pass-Thru Amount	\$10,000
Total for Miscellaneous Additional Costs/ Credits for Five (5) Year Initial Term:	\$7,273.40

**Shipping of all Hardware- After Initial Purchase will be calculated at market rate*

A. OPTION TO RENEW FEES

OPTIONAL YEARS TO RENEW (OTR) FEE SCHEDULE - MAINTENANCE AND SUPPORT SERVICE FEES

DESCRIPTION	ANNUAL FEE
OTR (Years 6 to 10)	
Contract Year 6 - Maintenance and Technical Support Service Fees (total annual SRF)	\$590,240
Contract Year 7 - Maintenance and Technical Support Service Fees (total annual SRF)	\$590,240
Contract Year 8 - Maintenance and Technical Support Service Fees (total annual SRF)	\$590,240
Contract Year 9 - Maintenance and Technical Support Service Fees (total annual SRF)	\$590,240
Contract Year 10 - Maintenance and Technical Support Service Fees (total annual SRF)	\$590,240

B. OPTIONAL PROFESSIONAL SERVICES AND ADDITIONAL EQUIPMENT

B1. Optional Services

SERVICE	PROPOSED HOURLY RATE		
	Initial Term	OTR 1	OTR 2
Developer	\$250.00 per hour	\$250.00 per hour	\$250.00 per hour
On-Site Training (Per Day)	\$2,000 a day	\$2,000 a day	\$2,000 a day
Integration with 4Sight Labs (All sites)	\$14,000 per year	\$14,000 per year	\$14,000 per year

B2. Additional Equipment

Item Description	Unit of Measure	Price
Mobile Command XR for Android	Each	\$775
GUARDIAN RFID Spartan 3-Subscription	Each	\$700
GUARDIAN RFID Hard Tag	Each	\$20
GUARDIAN RFID Hard Tag Spacer (spacers are required for all hard tags mounted directly onto metal)	Each	\$15
GUARDIAN RFID Wave Wristband/ID/Key Fob Activator	Each	\$325
GUARDIAN RFID ID Cards (200/box)-Portrait	Each	\$300
GUARDIAN RFID Extra Wide Wristbands (450/box)-Metal Fastener (9 colors to choose from)	Each	\$675
GUARDIAN RFID Wristband Label Printer (LX500C) w/cutter	Each	\$1,700
GUARDIAN RFID Wristband Printer Toner (LX500)	Each	\$70
GUARDIAN RFID Wristband Labels (1,600/roll)	Each	\$60.
GUARDIAN RFID Wristband Laminator (4-inch)	Each	\$375.
GUARDIAN RFID Extra-Wide Wristband Fastener Crimper	Each	\$125

Note: Compensation to the Contractor for Optional Professional Services shall be based on the projects assigned. The Contractor shall use agreed upon hourly rates to calculate the not-to-exceed cost statement required for each project. Notwithstanding the pricing listed above, the County reserves the right to negotiate a fixed fee engagement for any Optional Professional Service

Appendix F - Implementation Plan/ Deliverable Phases

Phase 1 - Implementation Kick-Off				
Task	Description	Estimate Duration	Responsible Party	Exit Criteria
Setup Guide - Locations	Command Staff fill out setup guide for Cell Check phrases	2 hours	Miami Dade Project Team	A comprehensive list of housing locations sent to Project Manager
Setup Guide - Users	Command Staff fill out setup guide for User Access Management	2	Miami Dade Project Team	A comprehensive list of staff sent to Project Manager – note SSO may defer this step later in Phase 2
Kick Off Meeting	GUARDIAN RFID Project Manager and team visit detention facility IT and Command Staff for the kickoff meeting. Heavily Jail Operations.	8 Hours	GUARDIAN RFID Project Manager, MD Project Team, IT and Command Staff	GUARDIAN RFID and Miami Dade Project team have Project Alignment and Scope Confirmation, Implementation Planning and Schedule Agreement, finalized Kickoff Documentation
Hard Tag Programing	GUARDIAN RFID Project Manager programs and maps HARD TAGS	2 days	GUARDIAN RFID Project Manager	Hard tags prepped for shipping by GUARDIAN RFID
JMS Interface Begins	Command Staff orders JMS interface from JMS team at Miami Dade	1 Hr	Miami Dade Project Team	Confirm with GUARDIAN RFID Project Manager that interface is with IT.
Facility Wireless Preperation	Facility IT Services installs/provisions wireless network	45 days	Miami Dade IT Team	Confirm Wireless Internet is sufficient throughout deployment locations
Networking setup guide	Facility IT Division completes the networking setup guide	3 days	Miami Dade IT Team	GUARDIAN RFID receives network setup details
Phase 2 – Software and Network				
Software Setup	GUARDIAN RFID Database Admin creates service for the interface	14 days	GUARDIAN RFID Project Manager	Internal pathways confirmed by Database Admin

JMS Payload Send	JMS IT team sends data extract for the interface	14 days	Miami Dade IT Team	GUARDIAN RFID successfully receives and processes payload
Database Development	GUARDIAN RFID Database Admin creates Command Cloud account	14 days	GUARDIAN RFID development	GUARDIAN RFID PM has access to Command Cloud account to begin configurations
Phase 3 – Hardware Delivery				
Hard Tags	GUARDIAN RFID Project Manager ensures that Hard Tags are labeled and shipped	5 days	GUARDIAN RFID Logistics Team	Agency Receives hard tags
Hard Tag Installation	Facility maintenance crew mounts HARD TAGS	14 days	Miami Dade Facility Team	Agency Mounts hard tags
Spartan Configuration	GUARDIAN RFID Project Manager ensures that SPARTANS are prepared and licensed	21 days	GUARDIAN RFID Logistics Team	Prepared for shipping
Consumables / Printers	GUARDIAN RFID Project Manager orders wristbands/ID card and peripherals	7 days	GUARDIAN RFID Logistics Team	Prepared for shipping
Shipping and Delivery	GUARDIAN RFID Project Manager coordinates shipping of all hardware	4 days	GUARDIAN RFID Logistics Team	GUARDIAN RFID project manager coordinates shipments to respective facilities and ensures they are delivered and agency has received the.
Shipping and Delivery	Miami Dade Project Team ensures that all equipment is accounted for and undamaged from shipping	2 days	Miami Dade Project Team	Confirm that all equipment arrived safe and sound. Any defect is reported to PM for replacement.
Phase 4 – Quality Assurance				
Wireless Network Testing	GUARDIAN RFID Project Manager works with Miami Dade Project team for Wi-Fi testing	10 days	Miami Dade Project Team	Successful data transfer to GUARDIAN RFID servers
Software Testing and Configuration	GUARDIAN RFID Project Manager works with Command Staff for software testing	15 days	Miami Dade Project Team and GUARDIAN RFID	Miami Dade Staff have access and are able to begin customized configurations within Command Cloud

JMS Interface Testing	Command Staff validates interface (inmate population and keep separates) by scanning Hard Tags	15 days	Miami Dade Project Team	Confirm that data is flowing correctly from JMS to GUARDIAN RFID and population matches in both systems
Wristband Setup	Miami Dade Project Team sets up wristband station	5 days	Miami Dade Project Team	Users are able to successfully print Wristbands at all locations
End User Acceptance Testing	GUARDIAN RFID Project Manager calls Command Staff to confirm end-user testing acceptance.	1 hr	Miami Dade Project Team and GUARDIAN RFID	Miami Dade Project Team has successfully tested each aspect of the system and sign off on system configurations prior to training.
Phase 5 – On-Site Training and Go-Live				
Pre-Training Meeting	Command Staff dictate training details (times, locations, resources available)	3 hrs	Miami Dade Project Team and GUARDIAN RFID Academy Team Member	GUARDIAN RFID has confirmed classroom training and attendees with dates and times based on Command Staff requirements.
On-Site Training	GUARDIAN RFID Trainer completes on-site training of all staff/users – This is a combination of Train the Trainer and Shadowing days below	20 days	GUARDIAN RFID Academy Team Members	Users have completed a 3-4 hour basic user course for GUARDIAN RFID
On-Site Shadowing	GUARDIAN RFID Trainer shadows all staff while they go-live.	TBD	GUARDIAN RFID Academy Team	GUARDIAN RFID can make configuration changes to support specific needs not identified in previous processes. Facility staff are able to document job tasks with GUARDIAN RFID.






REQUEST FOR PROPOSALS (RFP) NO

Final Audit Report

2026-01-13

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