

DEPARTMENTAL INPUT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

Rev 1

<input checked="" type="checkbox"/>	New contract	<input type="checkbox"/>	OTR	<input type="checkbox"/>	CO	<input type="checkbox"/>	SS	<input type="checkbox"/>	BW	<input type="checkbox"/>	Emergency	Previous Contract/Project No. RFP649
<input type="checkbox"/>	Re-Bid	<input type="checkbox"/>	Other	LIVING WAGE APPLIES: __YES <input checked="" type="checkbox"/> NO								

Requisition/Project No: RQCR1900002/RFP-01207

TERM OF CONTRACT: Five years with one, five year OTR

Requisition/Project Title: Inmate Commissary and Banking Services & Staff Self-Service Supermarket Program

Description: Provide commissary and banking services for inmates housed at MDCR's detention facilities and a self-service supermarket program offering a variety of food items for purchase by MDCR's staff, 24 hours per day, 7 days per week.

User Department(s): Miami-Dade Corrections and Rehabilitation

Issuing Department: ISD/Strategic Procurement Division

Contact Person: Sophia Cunningham Phone: 305-375-2179

Estimated Cost: \$700,000

Funding Source: General Funds

REVENUE GENERATING: This contract will be revenue-generating, with the exception of the welcome and indigent kits that will be paid for out of general funds. The estimated value of the welcome and indigent kits for the initial five-year term, and the renewal option is \$700,000.

ANALYSIS

Commodity/Service No: 961-15			
Trade/Commodity/Service Opportunities			
Contract/Project History of Previous Purchases For Previous Three (3) Years Check Here <input type="checkbox"/> if this is a New Contract/Purchase with no Previous History			
EXISTING 2ND YEAR 3RD YEAR			
Contractor:	Aramark Correctional Services, LLC		
Small Business Enterprise:			
Contract Value:	\$1,860,000		
Comments: This is a revenue generating contract, with the exception of the welcome and indigent kits estimated at \$1,860,000 paid out of general funds.			
Continued on another page (s): ____ Yes <input checked="" type="checkbox"/> No			

RECOMMENDATIONS

SBE	Set-Aside	Sub-Contractor Goal	Bid Preference	Selection Factor
		%		
		%		
		%		
		%		

Basis of Recommendation:

Signed: Sophia Cunningham

Date to SBD: 04/15/2018

Date Returned to PM: _____

RFP-01207, Inmate Commissary and Banking Services & Staff Self-Service Supermarket Program

2.0 SCOPE OF SERVICES

2.1 Background

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

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

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

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

Through this Solicitation, the Selected Provider is required to provide commissary and banking services for the County's inmate population at the three detention facilities. The locations of the detention facilities are subject to change during the term of the contract.

MDCR also seeks to establish a staff self-service supermarket program for approximately 1762 employees at its headquarters located at Dr. Martin Luther King Office Plaza, 2525 NW 62nd Street, Miami and the above detention facilities. Selected Proposer is required to offer fresh and healthy breakfast, lunch, dinner and snack options (food items) in a designated area at each MDCR facility. Menu, pricing and future changes must be approved by MDCR. Staff will purchase food items twenty-four (24) hours per day, seven (7) days per week, and make payments using the self-service kiosks provided and maintained by the Selected Proposer.

Compensation for services shall be derived from the revenues generated with no additional cost to the County. Selected Proposer shall compensate the County with commissions from the inmate commissary

services, inmate banking system and the staff self-service supermarket program. Commissions shall be paid on a monthly basis as established in the contract as a result of this Solicitation.

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

2.2 Requirements and Services to be Provided

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

2.2.1 Commissary Services

- 2.2.1.1 Selected Proposer shall provide commissary services to inmates housed at the County facilities with delivery at least once a week to a centralized delivery point, according to the schedule supplied by MDCR. Selected Proposer shall provide all supplies, labor and logistics necessary to satisfy schedule on time. Selected Proposer shall keep an adequate inventory to satisfy demand and shall maintain inventory outside of MDCR's facilities. Selected Proposer shall provide a sufficient variety of products in the following categories:
- Stationery and writing supplies to include greeting cards, pens, stamps and envelopes
 - Bakery products
 - Chips and Snacks
 - Personal hygiene items and beauty aids
 - Non-alcoholic juices and drinks
 - Radio headsets and batteries
 - Personal clothing and underwear
 - Over the counter medications
 - Recorded or published material of educational value
- 2.2.1.2 Selected Proposer shall provide products of satisfactory quality, free from manufacturing defects. Quality and handling of products shall be in conformance with applicable Federal, State and Local laws, ordinances and regulations. Selected Proposer shall submit samples of all products for approval and MDCR reserves the right to approve or reject products. Selected Proposer may offer products labeled as irregular for sale at a reduced price after obtaining MDCR's approval. Selected Proposer shall not allow inmates to purchase commissary against future deposits.
- 2.2.1.3 Selected Proposer shall provide separate menus for diabetic, hypertension and inmates with special dietary needs. Selected Proposer shall offer a variety of healthy items (e.g., products that are approved by and bear the American Heart Association's Heart Healthy label).

2.2.1.4 Selected Proposer shall price items at or below Fair Market Value as defined by Section 951.23 of the Florida Statute and according to the Florida Jail Model Standards. Selected Proposer shall conduct market survey in stores located in close proximity to all of MDCR's detention facilities, and prices compared shall not include sales taxes. Once the survey has been completed and paid for by the Selected Proposer, an executive summary report along with detailed information shall be provided to MDCR. Selected Proposer shall review the entire menu and make appropriate price adjustments. Selected Proposer may request an increase to the price of commissary items once per year for approval by MDCR. Any proposed pricing increase shall not exceed the latest issue of the Consumer Price Index (CPI) for all Urban Consumers under the City of Miami Group, for all Urban Consumers. All items as published by the U.S. Department of Labor, Bureau of Labor Statistics, and shall be subject to negotiations and approval by MDCR. Notwithstanding the foregoing, the commissary item prices may not exceed the fair market value for comparable products sold in the community as set forth in Section 951.23 of the Florida Statutes.

2.2.1.5 Selected Proposer shall fill orders with a minimum ninety-nine percent (99%) accuracy in the aggregate on a weekly basis. Selected Proposer shall package items for transport and delivery so that items arrive undamaged. Hygiene items must be separated (bag within a bag) from food items. All breakage, spoilage or shrinkage occurring before delivery to the designated MDCR facility shall be the responsibility of the Selected Proposer. Selected Proposer shall be penalized for failure to meet the minimum requirement herein. The costs associated with such failure shall be one percent (1%) of the monthly invoice for first occurrence, three percent (3%) for the second occurrence and ten percent (10%) for each occurrence thereafter during the term of the contract.

2.2.1.6 Selected Proposer shall package each inmate's order individually in a clear plastic bag as previously approved by MDCR, with a three (3) part invoice form enclosed. MDCR's Commissary Unit shall retain one copy of the invoice form for its records, one copy shall be issued to the inmate and the third copy shall be returned to the Selected Proposer after delivery of the order. The invoice shall provide the following information at minimum:

- Inmate's name, jail number, facility and cell location
- Delivery date
- Item description and quantity
- Item price, sales tax and total cost
- Inmate's account balance after the sale

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

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

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

- 2.2.1.20 Selected Proposer shall support the sale of any item that needs necessary equipment, e.g. microwaves for hot water items, by providing the item at no charge to the County.
- 2.2.1.21 Selected Proposer shall comply with the Public Records Laws of the State of Florida, Chapter 119.0701, including but 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 on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (3) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meeting all requirements for retaining public records and transferring, at no cost, to the County all public records 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.

2.2.2 Personnel Background Checks

- 2.2.2.1 Selected Proposer's personnel involved in any capacity shall be subject to a background check, including subcontractor's personnel. Selected Proposer shall conduct background checks at its cost and shall provide the results to the County. The County reserves the right to perform additional checks before granting clearance for the Selected Proposer's and any subcontractor's personnel. MDCR reserves the right to limit access to facilities. MDCR in its sole discretion will determine which individuals are granted clearance. Background checks shall include a review of the following:
- Driving records
 - Criminal records
 - Bankruptcy records
 - Past employers' records
 - Military records
 - Drug test records
 - Education records
- 2.2.2.2 Selected Proposer's and subcontractor's employees involved in the project may be subject to any MDCR security procedures and shall receive MDCR's employee orientation and training as required by American Correctional Association (ACA) standards.

2.2.3 Automated Self-Service Solutions and Kiosks

- 2.2.3.1 Selected Proposer shall include at no charge to the County, Self-Service Lobby Cashier device(s) in the lobby of each of the three (3) facilities to meet the demand

for service, as determined by MDCR, which shall handle cash, credit, and debit card transactions. The device(s) must be integrated with the Selected Proposer's own inmate banking software used on the project. Selected Proposer, and not MDCR shall be responsible for the handling of cash, credit or debit transactions. Internet connection shall be provided and paid for by the Selected Proposer. MDCR staff will reconcile all activities to inmate accounts against electronic money transfers received in the MDCR bank. All kiosks, lobby cashier devices, payment processing systems, system components and terminal servers shall be on an independent, non-County network.

- 2.2.3.2 Selected Proposer shall provide housing unit kiosks at no charge [estimated that a minimum of forty-eight (48) and as many as ninety-six (96) will be required] that allow inmates to access their account history, place commissary orders, appointment requests, on-line calendar, bulletin board information, phone account history, file grievances and any other information pertinent to the services being provided by the Selected Proposer. The responses by MDCR staff shall be available electronically on these kiosks to inmates who filed grievances. Kiosks shall be accessible in multiple languages including English, Spanish and Creole. Any software offered by the Selected Proposer shall interface with existing MDCR systems and must conform to the current conventions used by MDCR's Information Systems Unit (ISU) and the County's Information Technology Department (ITD).
- 2.2.3.3 Kiosks shall be made of approved materials and shall meet specification established and approved by MDCR. Kiosks shall be wall or floor mounted, locked, with no moving parts and equipped with industrial glass touch screen. Kiosks shall be made of non-breakable parts that cannot be fashioned into weapons. Kiosks should have tamper evident seals and/or door alarms to indicate if units have been tampered with or opened. Selected Proposer's devices, applications and processing systems shall comply with the Payment Card Industry (PCI) Data Security Requirements throughout the term of the contract. Refer to Appendix C – Payment Card Industry Data Security Requirements.
- 2.2.3.4 Kiosks shall be operational twenty-four (24) hours per day, except for routine service and maintenance.
- 2.2.3.5 Selected Proposer shall perform all necessary service and maintenance of kiosks within a timely manner. A kiosk may not be out of service for more than twenty-four (24) hours. In the event that a kiosk will be out of service for more than twenty-four (24) hours, the Selected Proposer shall provide a substitute kiosk or make alternative arrangements so that inmates will be able to place commissary orders at their normal schedule or check information that would normally be available on the kiosks.
- 2.2.3.6 Lobby kiosks located at each MDCR detention facility shall be in working order at all time to facilitate money deposits and withdrawals twenty-four (24) hours per day, seven (7) days per week. Kiosks for money withdrawals shall have the ability to dispense single dollar bills, five dollars bills and other denominations approved by MDCR. Each kiosk shall be equipped with security camera maintained and managed

by the Selected Proposer. MDCR's System Administrators shall have access to any and all records of the kiosks including any video footage captured during kiosk transactions. Selected Proposer shall provide monthly activity reports to MDCR.

2.2.4 Automated Payment and Deposit Services

- 2.2.4.1 Selected Proposer shall provide a system for automated payment and deposit options which shall be available to visitors at any of the facilities. The proposed payment and deposit options shall be fully integrated with the Selected Proposer's banking (accounting) software. Funds deposited during the day from all sources shall be electronically transferred nightly to Inmate Trust Fund Account and deposited directly to individual inmate accounts. Deposits shall be added to General Ledger and Bank Reconciliation file. Selected Proposer shall submit its PCI attestation of compliance to MDCR annually.
- 2.2.4.2 Minimum options for deposits shall include online, phone, and in-person by use of a kiosk. Selected Proposer shall accept major credit cards, debit cards and cash without liability to the County. Selected Proposer shall resolve any credit card disputes and compensate the County for any losses the County may incur as a result of disputed payments.
- 2.2.4.3 It is the policy of MDCR to provide a cashless system. Selected Proposer shall install intake kiosks at no cost to the County to allow for U.S. bills and coins to be deposited in inmates' accounts at booking after obtaining the jail number. The system shall provide two (2) receipts and the funds must be available immediately in the inmates' accounts. **(Note: This service is not commissionable as no fees shall be charged by the Selected Proposer).**
- 2.2.4.4 Selected Proposer's system shall allow for funds to be deposited to an inmate's trust fund account to support the purchase of telephone services and tablet based multimedia or educational content.
- 2.2.4.5 Selected Proposer's system shall allow deposits for cash bond payments at the lobby kiosks via a touch screen menu and shall be automated to accept cash bond via internet, telephone and/or debit/credit cards. Selected Proposer may elect to accept transactions or subcontract the function with a provider of this service. Subcontractor(s) shall be subject to approval by the County.
- 2.2.4.6 Selected Proposer may assess a transaction fee for depositing and withdrawing money. These fees must first be approved by MDCR. Fees collected from these transactions which include commissary purchases, cash bond, debit and credit cards issued to inmate(s) at release, inmate money deposits other than at intake shall be treated as sales and are commissionable. County reserves the right to add any other category to this list as deemed in its best interest.

2.2.5 Computer System Requirements

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

2.2.5.1 Operating System

The following are the preferred operating systems:

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

2.2.5.2 Database

The following are the preferred operating databases:

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

2.2.5.3 Hardware

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

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

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

2.2.5.4 Network

The following are the network requirements:

- Network shall run in updated Windows Server 2016.
- All machines and users shall be registered with miamidade.gov active directory.

- Selected Proposer installed anti-virus provided by the County, presently Trend Micro.
- Selected Provider will coordinate and receive approval from MDCR's ISB for all hardware and software installations.

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

2.2.6 Security Features

- 2.2.6.1 System shall limit access to approved Miami-Dade users who are members of Miami-Dade County.gov network.
- 2.2.6.2 System shall require a password containing a minimum of eight (8) characters and using a combination of both Alpha and numerical characteristics.
- 2.2.6.3 Passwords shall expire after ninety (90) days. Selected Proposer shall deactivate inactive users after sixty (60) days.
- 2.2.6.4 The County's designated Administrator shall have the ability to limit users to certain transactions and terminal locations.
- 2.2.6.5 The County's designated Administrator shall have the ability to limit transactions by physical location.
- 2.2.6.6 System shall terminate sessions after ten (10) minutes of inactivity and require user to log in again.
- 2.2.6.7 County and Selected Proposer will work together to develop a mutually agreed upon solution to provide biometric identification of users, at no additional cost to the County, and shall be fully operational sixty (60) days from the date of contract commencement.

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

2.2.7 Software Requirements

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

Information Processing Standard (FIPS) 140-2. Selected Proposer shall supply its FIPS certification to MDCR annually.

The interfaces supported by the CJIS are:

- Web services with XML output
- Booking interface: Web services with WML only
- Housing Update: Secured File Transfer Protocol (SFTP) batch files to a Web-enabled or network SFTP server. These files can be delimited or fixed column.

- 2.2.7.2 The software and hardware shall be supported by the Selected Proposer's employees or its subcontractor's employees. Selected Proposer shall ensure that its technical support personnel perform both state and national personal background checks as a requirement for employment. Selected Provider's personnel must pass MDCR's background check prior to providing services at any of MDCR's department offices and detention facilities.
- 2.2.7.3 County performs system and application vulnerability scans using industry standards, and requires that all systems participate in automated software vulnerability patching [currently System Control Configuration Management (SCCM)]. In the event that the Selected Proposer's System is detected as having a vulnerability, the Selected Proposer shall remediate the vulnerability within fifteen (15) days but shall not exceed thirty (30) days. Selected Proposer shall update the application software to address detected vulnerability at no cost to the County. Selected Proposer's System must be maintained at all times with a current supported version of the operating system.
- 2.2.7.4 Selected Proposer shall provide training to MDCR at contract commencement at the detention facilities including but not limited to user seminars, one-on-one hands on training, audiovisual and online tutorial training on all shift. At contract commencement, a team of five (5) technicians who are highly familiar with the system shall be on site at least ninety (90) days, inclusive of two (2) on site technicians who must be permanently assigned to MDCR.
- 2.2.7.5 Access to the database shall be approved by MDCR and shall be limited to the Selected Proposer's successfully approved background checked support personnel. Selected Proposer and any subcontractor working on the project shall execute a confidentiality agreement with MDCR.
- 2.2.7.6 Selected Proposer shall provide a complete implementation plan for MDCR's approval. The implementation plan shall include schedule for delivery and installation of hardware and software. Deadline for implementation shall not extend beyond ninety (90) days from the contract commencement date.
- 2.2.7.7 Selected Proposer shall provide a complete conversion plan from current accounting database and application. The conversion plan shall include a testing plan. Selected Proposer shall run parallel or partial parallel testing using its installed equipment.

The County anticipates a 90-180 day transition period in which it may be necessary to run the Selected Proposer's system alongside the current system.

- 2.2.7.8 Selected Proposer shall provide complete data backup capabilities to include on-site and off-site backups.
- 2.2.7.9 Selected Proposer's System shall be redundant to minimize downtime.
- 2.2.7.10 Selected Proposer's System shall restrict Commissary sales based upon medical needs, security needs, religious requirements or inmate disciplinary reasons.
- 2.2.7.11 Selected Proposer's System shall allow both MDCR and the inmates to check on the status of any complaints.
- 2.2.7.12 At least twice a year, the Selected Proposer shall provide a report to MDCR advising of any new trends and technological enhancements in the industry.
- 2.2.7.13 Selected Proposer shall provide documentation from a physical and logical network design indicating all components, services, telecommunication, data flows and credit card processing flows for the proposed solution.

2.2.8 Software Inmate Accounting (Banking) Functionality

- 2.2.8.1 Selected Proposer shall own the rights to all installed software and also own licenses allowing installing, supporting and modifying the software.
- 2.2.8.2 The software shall provide an accurate banking system to keep live accurate track of each individual inmate's financial balance and transactions. Transactions shall include but not be limited to:
 - Funds collected at time of booking
 - Funds collected at booking shall satisfy inmates' debt up to seven (7) years
 - Deposits received
 - Deposits from earnings outside (e.g., Payroll checks) and earnings while incarcerated (e.g., Inmate Payroll)
 - Commissary refunds
 - Fees assessed by facility and charges incurred (e.g., subsistence fees, medical services, commissary charges)
 - Charges assessed by the courts
 - Releases authorized by inmate
 - Payment of cash bonds
 - Final release of funds to inmate upon inmate release and release of inmate property
 - Acceptance of inmate property
 - Indigent commissary

- 2.2.8.3 Selected Proposer's System shall monitor inmate accounts to detect unusual activities and provide email or other alerts to MDCR when inmate accounts exceed a certain balance or when large electronic fund transfer deposits are received from multiple locations or on an unusual schedule that suggests potential money laundering.
- 2.2.8.4 Selected Proposer's System shall allow MDCR personnel to purge uncollected fees from inactive inmate accounts. In October of each year, the system shall summarize amounts outstanding in excess of seven (7) years and remove such amounts from the trial balance. A listing of the purged amounts shall be archived in the system for future reference.
- 2.2.8.5 Selected Proposer's System shall allow MDCR personnel to apply holds and freeze accounts.
- 2.2.8.6 Selected Proposer's System shall be able to transfer accounts from and to other facilities in other jurisdictions.
- 2.2.8.7 Selected Proposer's System shall identify accounts based on CIN number and link/unlink those accounts. Identification shall occur within forty-eight (48) hours of booking.
- 2.2.8.8 Selected Proposer's System shall support more than forty (40) concurrent users, not including kiosks.
- 2.2.8.9 Selected Proposer's System shall perform all transactions live, online and provide a paperless audit trail. MDCR's users shall have the ability to obtain hard copies of all reports and transactions.
- 2.2.8.10 Selected Proposer's System shall provide a complete General Ledger Accounting with automatic dual entry. The System shall allow MDCR to run a Trial Balance, General Ledger reports, Ledger Accounts reports and individual inmate's reports at any time for any specified date requested. Dual entry posting shall be automatic; System shall reject transactions not posting a debit and a credit. General Ledger shall always be in balance.*
- 2.2.8.11 Selected Proposer's System shall allow the users to make closing of period adjustments (monthly and yearly).
- 2.2.8.12 Selected Proposer's System shall allow users to track several bank accounts (at least 3), and shall also offer a bank reconciliation module. System shall allow users to reconcile bank accounts monthly or at any desired time during the month.
- 2.2.8.13 Selected Proposer's System shall provide automatic printing of Release Media (MICR check writing and money order or debit card) and a positive pay module compatible with software used by the County's chosen bank. System shall perform

multiple releases in one check when inmates are transferred to other facilities in other jurisdictions.

- 2.2.8.14 Selected Proposer's System shall accept and read scanned forms for entry of commissary sales. Selected Proposer shall provide and maintain scanners needed for this function. System shall also accept scanned entries for medical charges and other fees assessed by the County.
- 2.2.8.15 Selected Proposer's System shall not charge inmates for "out of stock items". Selected Proposer shall keep track of inventory to avoid fictitious sales and generating unnecessary extra work.
- 2.2.8.16 Selected Proposer's System shall provide a cash drawer balancing system for all cash transactions, including intake and release windows at the Property Room, Finance Office and Release Desk. Selected Proposer shall provide at least four (4) cash boxes to accept bills and coins in intake locations to improve accuracy and security of cash handling.
- 2.2.8.17 Selected Proposer's System shall allow users to readily request reports from information contained in the database, including demographic data.
- 2.2.8.18 Selected Proposer's System shall identify inactive accounts and segregate them. Selected Proposer shall prepare a yearly report to the State of Florida to comply with Abandoned Funds Laws.
- 2.2.8.19 Selected Proposer's System shall identify uncollected inactive accounts in excess of a specified number of years and segregate them for purging.
- 2.2.8.20 Selected Proposer shall prepare a yearly report of the amount to be purged. Such amounts shall be removed from the trial balance and archived in a folder within the system for future reference. The amount maintained in the folder shall not be commingled with any other accounts in the system.
- 2.2.8.21 Selected Proposer's System shall keep accounts and run financial reports based on different segments with special Accounting needs (e.g., Community Corrections needs a system to calculate fees, Jail Industries needs inmate payroll capabilities; neither one of these segments are subject to subsistence fees).
- 2.2.8.22 Selected Proposer's System, in conjunction with CJIS shall classify inmates according to security and health criteria established by the County and restrict commissary item sales according to that criterion.
- 2.2.8.23 Selected Proposer's System shall allow overwrites to booking information and correction of errors by MDCR's Supervisors in the Finance Department and Property Rooms.

- 2.2.8.24 Selected Proposer's System shall allow collecting and storing inmate signatures for future identification and verification of transactions.
- 2.2.8.25 Selected Proposer's System shall allow internal transfers between Miami-Dade County's general ledger accounts by authorized personnel only.
- 2.2.8.26 Selected Proposer's System shall keep separate track of the accounting for prepackaged items sold to inmates and regular commissary orders. Add backs (refunds for these categories) shall also be segregated.
- 2.2.8.27 Selected Proposer's System should allow for biometric identification of inmates, not inclusive of the Fund Disbursement/Intake Devices, as indicated in Section 2.2.6.7 implemented at the discretion of MDCR.
- 2.2.8.28 Selected Proposer shall provide two (2) on-site technicians with extensive knowledge of the hardware and software to service the County, and be on call to support the operation twenty-four (24) hours a day, seven (7) days a week. Technicians shall respond within thirty (30) minutes and resolve the problem within two (2) hours. If the problem is not resolvable within two (2) hours, the technicians shall provide a work plan and schedule acceptable to MDCR for resolving any outstanding issues. Both technicians must be familiar with all aspects of the operating system. At least one (1) of the technicians shall be certified as an A+, Security+, Network+ or current level of Microsoft Certified Professional Systems Engineer (MCSE) or Microsoft Certified Solutions Associate (MCSA).
- 2.2.8.29 Primary problem reporting will be made through the Selected Proposer's onsite technical support staff. In the event that the onsite technical support staff is unavailable, MDCR will contact the Selected Proposer at the pre-agreed help desk number to open a ticket for resolution of problem(s). Selected Provider shall provide an alternate telephone number in the event that MDCR needs to escalate any outstanding technical issues.
- 2.2.8.30 Selected Proposer shall provide virtual computing to eliminate downtime and recover quickly from unplanned outages with the ability to securely backup and migrate entire virtual environments with no interruption in service. Selected Proposer shall deploy, manage and monitor secure desktop environments that end users can access locally or remotely, with or without a network connection, on almost any standard desktop, laptop or tablet PC.
- 2.2.8.31 County shall provide secured remote access including multi-functioned authentication to Selected Proposer's authorized support personnel on an as needed basis. Remote access will be disabled by default.
- 2.2.8.32 Selected Proposer's System shall establish an account earmarked for payment of cash bonds. Authorized personnel from MDCR shall be able to transfer funds within the Selected Proposer's System to and from inmate accounts.

- 2.2.8.33 Selected Proposer's System shall establish a third account earmarked for payment of initial fee and daily supervision fee for the Alternative to Incarceration Program (AIP). Authorized personnel from MDCR shall be able to transfer funds to and from inmate regular and AIP. This program requires numerous financial reports that must be downloaded daily, weekly, monthly and on-demand.
- 2.2.8.34 Selected Proposer's System shall establish additional accounts as needed to support MDCR's programs. Authorized personnel from MDCR shall be able to transfer funds to and from inmate regular and other Departments' accounts.
- 2.2.8.35 MDCR shall be able to view any invoice electronically and print a copy.

2.2.9 Property Module

- 2.2.9.1 Selected Proposer shall provide a Property Module to keep an accurate inventory of inmate property left with the Property Clerk. This module shall provide for online inquiries to include complete history report by location, dates and individual inmates.
- 2.2.9.2 Module shall record all inmate property at time of booking, secondary intake, deletions and additions.
- 2.2.9.3 Module shall make provisions to itemize inmate property at time of release or through other authorization.
- 2.2.9.4 Module shall interface with mug shot system to keep pictures of inmates and inventory of their property. This function shall be at no additional cost to the County, and shall be fully operational within sixty (60) days from the date of contract commencement.
- 2.2.9.5 Module shall identify items by property categories not limited to clothing, documents, accessories, jewelry, coins and miscellaneous items.
- 2.2.9.6 Module shall identify the following items:
- Storage locations as determined by MDCR
 - Employee performing transactions
 - Individual bringing additional property or monies
 - Person receiving property
 - Abandoned property
- 2.2.9.7 Module shall have purging capability and shall segregate valuable property such as jewelry and electronics.

2.2.10 Additional Modules

- 2.2.10.1 Selected Proposer shall provide an Inmate Payroll Module, with automatic posting to inmate accounts after user enters hours worked by inmate and authorized hourly rate.
- 2.2.10.2 Selected Proposer shall provide an AIP (House Arrest and Boot Camp) Accounting Module, keeping track of monies deposited for that purpose and allowing transfer back and forth from the main inmate bank account. Module shall calculate amounts due by inmate based on inputted rates, court ordered fees and shall track the status of collections.
- 2.2.10.3 Selected Proposer shall provide a Cash Bond Module to accept payment and perform automatic transfers from Inmate Commissary accounts. Module shall keep track of bond deposits and disbursements, and cash bond escrow accounts. Selected Proposer shall support self-bond program as specified by MDCR for inmates to use credit/debit cards in their possession during booking.
- 2.2.10.4 Selected Proposer shall provide a Subsistence Fees (pay per stay) Module with automated entry and the ability to keep track of receivables owed to MDCR by inmates. Module shall allow users to charge inmates owing monies to the County a percentage of received deposits. The County shall determine the percentage used and may change the percentage as desired. The County shall also establish criteria for prioritizing the allocation of funds collected and allow exceptions to charges according to criteria established by the County. The Subsistence Fees Module shall process subsistence fees collection daily. Module shall also allow for multiple types of collections with different collection schedules.
- 2.2.10.5 Selected Proposer shall provide an Indigent Module to properly identify indigent inmates and assign indigent packs according to criteria provided by the County.
- 2.2.10.6 System shall provide a Medical Fees Module for automatic input of medical fees, preferably scanning. Module shall be flexible to include future charges for services to inmates.
- 2.2.10.7 Selected Proposer shall have the ability to void any fees collected from inmates by type of fee and/or range of date in a single transaction.

2.2.11 Reporting Requirements

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

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

2.2.11.2 Selected Proposer's System shall provide the functionality to generate custom and ad hoc inquiries.

2.2.12 Annual Audit

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

2.2.13 Web Based Applications

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

2.2.14 Additional Equipment/Services

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

- 2.2.14.1 Selected Proposer shall provide additional inmate kiosks if required by MDCR for commissary entries, inquiries and banking services at any new facility or an existing facility remodeled that will alter the location of inmates. Selected Proposer shall provide and install additional inmate kiosks at existing facilities or at new or remodeled facilities, if required by MDCR at no additional cost.
- 2.2.14.2 The County reserves the right to request from the Selected Proposer, enhancements or modifications to the System's Software. No enhancements or modifications should be performed by the Selected Proposer unless preapproved and scheduled by MDCR. Selected Proposer shall provide a test system capable of validating enhancements or modifications prior to deployment on the production system. County shall not be responsible for any costs thereof, even if the County requests such enhancements or modifications.

2.2.15 Optional Services

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

- 2.2.15.1 Transportation of delivery totes to the housing locations.
- 2.2.15.2 Delivery of orders to the inmates and collection of scan order forms from facilities without kiosks.
- 2.2.15.3 Providing inmates with a copy of the order received and referencing in the Delivery Log any damaged or missing items that need to be replaced.
- 2.2.15.4 Submittal of original signed invoices to MDCR on a weekly basis, organized by housing location.

2.2.16 Staff Self-Service Supermarket Program

Staff self-service supermarket program means provision of a self-service supermarket in a designated area at each MDCR facility allowing staff to order and pay for various fresh and healthy breakfast, lunch, dinner and snack options (food items). Staff will purchase food items twenty-four (24) hours per day, seven (7) days per week, and pay for them using self-service kiosks provided and maintained by the Selected Proposer.

- 2.2.16.1 Selected Proposer shall stock the staff self-service supermarket with breakfast, lunch, dinner and snack options at each MDCR facility and any new facilities.
- 2.2.16.2 MDCR shall approve all menu and snack items prior to the Selected Proposer stocking them in the staff self-service supermarkets. Additionally, all pricing and future changes must be approved by MDCR.

- 2.2.16.3 Thirty (30) days prior to the effective date of this contract, the Selected Proposer shall make an electronic survey available via MDCR's Training Bureau for staff to participate in the selection of menus and snack options to be made available in the staff self-service supermarket.
- 2.2.16.4 County shall provide a designated area at each MDCR facility for the self-service supermarket at no cost to the Selected Proposer. Selected Proposer shall retrofit such area according to need for the staff self-service supermarket, and in accordance to the relevant County, State and Federal regulations. All costs related to retrofitting, remodeling, permitting, inspecting, maintaining, internet connections, safety and security of the area shall be the responsibility of the Selected Proposer. Selected Proposer shall present all engineering design to the County, and the County shall review and approve such design prior to Selected Proposer commencing renovation(s). County reserves the rights to reject or accept any engineering design, plan or blueprint related to retrofitting and/or remodeling the area for the self-service supermarket. Except as otherwise provided in this contract, all fixtures and equipment necessary to set-up the staff self-service supermarket shall be provided at the Selected Proposer's sole cost.
- 2.2.16.5 Fixtures and equipment installed to the building area by the Selected Proposer shall immediately become County property and shall not be removed unless approved in writing by the County. County reserves the right to inspect fixtures, equipment and food items at any time without notice to the Selected Proposer. It shall be the responsibility of the Selected Proposer to clean, disinfect, maintain, repair and replace, any and all items related to the staff self-service supermarket including but not limited to all shelved food items, heated/cooled holding cabinets, coffeemakers, juice dispensers, mixers, salad items, ovens, microwaves, broilers, shelving units, hot dog, coolers, walk-in coolers and freezers in accordance with the preventive maintenance plan agreed between the County and the Selected Proposer.
- 2.2.16.6 County shall clean the general flooring area of the staff self-service supermarket, and will only be responsible for the costs of plumbing and electrical repairs to the building walls, ceiling and flooring in the areas designated for the staff self-service supermarket.
- 2.2.16.7 Selected Proposer shall provide and pay for internet connection including transportation and logistics needed to maintain, manage the staff self-service supermarket. Selected Proposer shall provide hardware and software, and kiosk system necessary to operate the staff self-service supermarket. However, this must be coordinated with the County's Administrator, MDCR's ISU and the County's ITD. Selected Proposer shall hold the County harmless for any breach of network security, internet and food loss due to employee pilferage or uncontrollable natural forces in operation
- 2.2.16.8 Selected Proposer shall work with MDCR to provide at least seventy-two (72) hours of food items for purchase during and after a hurricane emergency. Selected

Proposer shall agree to make available a number of food items for staff at MDCR's request. It is the intent of both MDCR and the Selected Proposer to comply with the Federal Emergency Management Administration's rules and regulations which would apply to this contract. Selected Proposer understands and agrees to make available all purchase records to MDCR, the week after the hurricane emergency.

- 2.2.16.9 Selected Proposer shall not allow the County to be subject to any liens or encumbrances as a result of the acts or omissions of the Selected Proposer, and any of its officers, directors, employees, agents, servants or vendors.
- 2.2.16.10 At the termination of the contract, Selected Proposer shall remove all of its property forthwith, and shall restore the staff self-service supermarket areas to their original condition, reasonable wear and tear expected. Removal of the Selected Proposer's property and restoration of the self-service supermarket areas shall be at the sole cost and expense of the Selected Proposer. Any property of the Selected Proposer not removed as stated herein will be removed by the County to County storage at the cost of the Selected Proposer. Failure on the part of the Selected Proposer to claim its property within thirty (30) days from the date of termination shall constitute a gratuitous transfer of title to the County, for whatever disposition is deemed in the best interest of the County, without prejudice to the County's right to recover any costs incurred with the removal of the Selected Provider's property and restoration of the area as stated herein. The County reserves the right to withhold all payments due to the Selected Proposer, and recover such costs from these payments.
- 2.2.16.11 Selected Proposer shall provide commission to the County on all sales generated under the staff self-service supermarket program.