

This document is a draft Scope of Services/Technical Specifications for a future competitive contract Miami-Dade County anticipates entering into. Scope of Services/Technical Specifications is subject to change without notice. This is not an advertisement.

1.0 PROJECT OVERVIEW AND GENERAL TERMS AND CONDITIONS

1.1 Introduction

Miami-Dade County, hereinafter referred to as the County, as represented by the Miami-Dade County Corrections and Rehabilitation Department (MDCR), is soliciting Proposals for a complete, business-ready, configurable, commercially available software solution for a comprehensive Integrated Jail Management System (JMS) to address the needs of the department. The proposed solution shall be a turnkey Integrated Jail Management System inclusive of all software licensing, customization, interface development, change management plan and execution, implementation services, training, maintenance and support services. The County intends to complete payment for the proposed JMS via payment schedule that will be negotiated with the selected proposer based upon project milestones.

The County anticipates awarding a single contract to one Selected Proposer for a five-year period, with one, five-year option to renew.

The anticipated schedule for this Solicitation is as follows:

Pre-Proposal Conference: See front cover for date, time, and place. Attendance is recommended but not mandatory.

Should you need an ADA accommodation to participate in Pre-Proposal Conference (i.e., materials in alternate format, sign language interpreter, etc.), please contact the Internal Services Department's ADA Office five days prior to scheduled conference to initiate your request. The ADA Office may be reached by phone at (305) 375-2013 or via email at: Skarlex.Alorda@miamidade.gov or Heidi.Johnson-Wright@miamidade.gov. TTY users may reach the ADA Office by calling the Florida Relay Service at 711.

Deadline for Receipt of Questions: See INFORMS
Proposal Due Date: See front cover for date and time.
Evaluation Process: May-June 2025
Projected Award Date: October 2025

1.2 Definitions and Acronyms

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

1. The acronym "ADP" means Average Daily Population.
2. The word "Agile" means the project management framework methodology that breaks projects down into several dynamic phases, commonly known as sprints. The Agile framework is an iterative methodology. After every sprint, teams reflect and look back to see if there was anything that could be improved so they can adjust their strategy for the next sprint.
3. The acronym "API" means Application Programming Interface.
4. The acronym "CJIS" means Criminal Justice Information Services.
5. The word "Cloud" means a remote vendor hosted server infrastructure.
6. The words "Competitive Selection Committee" or "Review Team" to mean the group of individuals who are tasked with reviewing, evaluating and scoring the Proposals submitted in response to this RFP.
7. The word "Contractor" to mean the Proposer that receives any award of a contract from the County as a result of this Solicitation, also to be known as "the prime Contractor".
8. The word "Core" means a system functionality that is considered fundamental to the Solution.
9. The word "County" to mean Miami-Dade County, a political subdivision of the State of Florida.
10. 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.
11. The word "Days" means calendar days.

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12. The word "Deliverables" means the tangible work product submitted by the Selected Proposer to the County.
13. The words "Enterprise License" means a licensing model covering all Miami-Dade County facilities, other governmental partners, and staff that includes unlimited named or concurrent users.
14. The acronym "FBI" means Federal Bureau of Investigation.
15. The acronym "FDLE" means Florida Department of Law Enforcement.
16. The words "Final Acceptance" means the County's written approval stating that all components of the scope of services have been performed and the Solution functionality is fully operable and in conformance with the Scope of Services.
17. The word "Flag" means a visual indicator on an incident that denotes there is additional and/or priority information.
18. The words "Go-Live" or "Go-Live Date" mean the date on which the Solution or any component thereof is used in a production environment.
19. The word "Incident" means any event that is created in the Solution system for MDCR response (medical, use of force event, etc.).
20. 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.
21. 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. The Joint Venture must be a legally formed entity prior to Proposal submission.
22. The words "Licensed Software" mean the software component(s) provided pursuant to the Contract.
23. The words "Network Specifications" to mean requirements and configurations necessary to support the effective operation, security, and performance of the software across the County's network infrastructure
24. The acronym "NIST" means National Institute of Standards and Technology.
25. The words "Notice to Proceed" means the written notification from the County to the Selected Proposer requesting Services be initiated under the resultant contract.
26. The words "Product Owner" refers to the MDCR staff member that serves as the primary liaison between the Proposer's development team and the County.
27. The words "Produced in the United States" to mean, with respect to Cybersecurity Products, a product for which all development and production occurs in the United States.
28. The word "Proposal" to mean the properly signed and completed written good faith commitment submitted by the Proposer in response to this Solicitation, as amended or modified through negotiations.
29. The word "Proposer" to mean the person, firm, entity or organization, as stated on the Submittal Form, submitting a Proposal to this Solicitation.
30. The words "Real-Time" means as it relates to a system, the time in which input data is processed within milliseconds so that it is available virtually immediately as feedback, i.e., less than 1 second. Time is measured independent of network performance.
31. The word "Responsible Proposer" shall refer to a Proposer that has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.
32. The words "Responsive Proposer" shall refer to a Proposer that has submitted a Proposal that conforms in all material aspects to the Solicitation.
33. The words "Selected Proposer" means the Proposer that receives any award of a contract from the County pursuant to this Solicitation.
34. The words "Scope of Services" to mean Section 2.0 of this Solicitation, which details the work to be performed by the Contractor.
35. The word "Solution" means the total complement of Licensed Software, services, customizations, all other items, tangible and intangible, designed to operate as an integrated group to provide the functionality outlined in the scope of services.
36. The words "System Administrator" means the overall Miami-Dade Corrections and Rehabilitation system administrator.
37. The word "Solicitation" to mean this Request for Proposals (RFP) or Request for Qualifications (RFQ) document, and all associated addenda and attachments.

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38. The word "Subcontractor" to mean any person, firm, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, or labor and materials, in connection with the Services to the County, whether directly or indirectly, on behalf of the Contractor.
39. The word "Turnkey" means the provision of a complete product or service that is ready for immediate use.
40. The word "User" means anyone accessing the Licensed Software to conduct a transaction.
41. The words "Warranty Period" means the period beginning with Final Acceptance of the Solution and continuing for at minimum 1 calendar year.
42. The words "Work", "Services", "Program", or "Project" to mean all matters and things that will be required to be done by the Contractor in accordance with the Scope of Services, and the terms and conditions of this Solicitation.

1.3 General Proposal Information

Pursuant to Florida Statutes Section 287.05701, Proposers are hereby notified that the County will not request documentation of, or consider, the social, ideological or political interests of a Proposer when determining if a Proposer is a responsible vendor nor will the County give preference to a Proposer based on the Proposer's social, ideological or political interests.

The County may, at its sole and absolute discretion, reject any and all or parts of any or all Proposals; accept parts of any and all Proposals; further negotiate project elements including but not limited to project fees, revenues or pricing; postpone or cancel at any time this Solicitation process; or waive any irregularities in this Solicitation or in the Proposals received as a result of this process. In the event that a Proposer wishes to take an exception to any of the terms of this Solicitation, the Proposer shall clearly indicate the exception in its Proposal. The County shall treat the Proposer's inclusion of exceptions, assumptions or alternate terms in the Proposal as requests to negotiate project elements, and the inclusion of same shall not result in the Proposal being deemed non-responsive. The County is not bound to accept any exceptions, assumptions or alternates during negotiations, and the County shall consider a Proposal submitted to be an offer to supply goods or services in strict compliance with the terms of this Solicitation. Exceptions, assumptions or alternates may be considered by the County during negotiations to the extent such exceptions, assumptions or alternates do not materially change any provision of the Solicitation. The County reserves the right to request and evaluate additional information from any Proposer regarding Proposer's responsibility after the submission deadline as the County deems necessary.

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

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

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

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

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1.4 Aspirational Policy Regarding Diversity

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

1.5 Cone of Silence

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

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

The provisions do not apply to, among other communications:

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

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

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

1.6 Communication with Competitive Selection Committee Members

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

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1.7 Public Entity Crimes

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

1.8 Lobbyist Contingency Fees

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

1.9 Collusion

In accordance with Section 2-8.1.1 of the Code, where two (2) or more related parties, as defined herein, each submit a Proposal for any contract, such Proposals shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such Proposals. Related parties shall mean Proposer, the principals, corporate officers, and managers of the Proposer; or the spouse, domestic partner, parents, stepparents, siblings, children or stepchildren of a Proposer or the principals, corporate officers and managers thereof which have a direct or indirect ownership interest in another Proposer for the same contract or in which a parent company or the principals thereof of one Proposer have a direct or indirect ownership in another Proposer for the same contract. Proposals found to be collusive shall be rejected. Proposers who have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

1.10 Contracting with Entities of Foreign Countries of Concern Prohibited

By submitting a proposal or otherwise entering into, a contract under this Solicitation, the Proposer affirms that it is not in violation of Section 287.138, Florida Statutes (F.S.) titled Contracting with Entities of Foreign Countries of Concern Prohibited. Proposer further affirms that it is not giving a government of a foreign country of concern, as listed in Section 287.138, F.S., access to an individual's personal identifying information if: a) the Proposer is owned by a government of a foreign country of concern; b) the government of a foreign country of concern has a controlling interest in the Proposer; or c) the Proposer is organized under the laws of or has its principal place of business in a foreign country of concern as is set forth in Paragraphs 2(a)–(c) of Section 287.138, F.S.

This affirmation by the Proposer shall be in the form attached to this Solicitation as **Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit**.

1.13 Purpose Driven Procurement Practices

The County is committed to responsible stewardship of resources. To the extent allowed by law, the County will continue to explore and pursue purpose driven procurement, development and business practices that: (a) are environmentally friendly; (b) foster and integrate local community benefits including, opportunities for local and small business participation, internships, job fairs, mentorship,

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vocational and technical training; (c) support safe and fair labor practices and ethical behavior, and (d) maximize fiscally responsible "high value, high impact" actions.

1.14 Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit

By entering into, amending, or renewing a contract under this Solicitation, the Proposer affirms that it does not use coercion for labor or services and complies with the provisions of Section [787.06](#), Florida Statutes ("F.S."), "Human Trafficking. This attestation by the Proposer shall be in the form attached to this Solicitation as the **Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit**.

2.0 SCOPE OF SERVICES

2.1 Background

Miami-Dade County is the seventh most populous County in the United States, with an estimated population of 2.8 million people. As a thriving, innovative County with one of the most diverse populations in the nation, the County is holistically rethinking what "public safety" means. The County understands its role as a leader in moving its residents toward that holistic definition of "public safety." The MDCR operates the eighth largest jail system in the country. MDCR is the largest County jail system in the State of Florida and is responsible for the care, custody, and control of more than 5,000 detainees in four separate facilities and in the community who are awaiting trial or serving sentences of 364 days or less.

MDCR is committed to providing a safe and secure environment for both detainees, staff, and the community. To achieve this goal, the department is seeking an Integrated Jail Management System that is both efficient and cost effective and will enable MDCR to provide the highest level of service to its detainees and staff. The proposed JMS shall provide the County with an integrated, comprehensive solution for detainee management, security, and operational efficiency. The proposed solution shall have the functionality to track detainee information in real-time, provide secure access to information, improve operational efficiency, and provide analytics to help identify efficiencies and potential issues, while removing the reliance on paper documents.

The proposed Integrated Jail Management System shall include the following goals:

- Streamlining operations.
- Modernizing processes.
- Increasing efficiency.
- Improving data integrity.
- Decreasing repetitive work and redundant data entry.
- Improving data sharing between departments, justice partners, and third parties.
- System adaptability that enables continuous improvement.
- Reducing reliance on paper and printing.
- Full integration of all current disparate MDCR systems.

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

2.2 Background

MDCR seeks to implement an JMS that is comprehensive and meets the scope of services set forth in this solicitation. The County prefers for the selected Proposer to have applicable experience in developing and providing software, maintenance, and support services

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in the field of corrections. MDCR is in need of an expedited implementation schedule that provides for a Go-Live within twelve (12) months and a software solution acceptance within twenty-four (24) months of the resultant contract effective date.

The JMS must incorporate and realize the following strategic business objectives:

- improve the efficiency of MDCR operations;
- facilitate data driven decision making;
- reduce paper-based business processes;
- enhance the timeliness and availability of corrections information;
- improve the integrity and currency of data by improving cross agency integration and eliminating redundant information silos;
- increase ability to generate accurate and timeline reports.
- ensure compliance with all applicable state and federal regulations;
- increase safety and security of staff and detainees;
- improve the accuracy and timeliness of data collection and reporting;
- increase the ability to track and monitor the status of detainees and staff;

MDCR is committed to improving the efficiency and effectiveness of its operations by implementing the Integrated Jail Management System (JMS). JMS must also provide the necessary tools to ensure that MDCR meets its mission of providing safe, secure, and humane treatment to detainees.

MDCR's Headquarters is located at 3505 NW 107 Ave, Doral, FL 33178 and is currently comprised of the following operational areas:

- Office of the Director
- Administrative Services
- Operations Services
- Community Services

2.3 Current Operating Metrics

A. Facility Environment

MDCR presently operates four (4) correctional housing facilities with an Average Daily Population (ADP) of approximately 4,850 detainees. These facilities include the Metrowest Detention Center (MWDC), Turner Guilford Knight Correctional Center (TJK), Pre-Trial Detention Center (TDC), and the Boot Camp Program. Additionally, the Department operates the Monitored Release program that supervises an average population of 850 individuals in the community. MDCR also supports the Juvenile Service Department's Juvenile Assessment Center which has approximately 2,400 bookings annually.

Operational Benchmarks

Annual Jail Bookings 45,000
 Maxim Capacity of MDCR 5,381
 Average Daily Population 4,850
 Average Length of stay 180 days or less – 36 days
 Average length of stay 180 day or more -360 days
 Authorized Correctional Officers 2,200
 Visitations per year (social and professional) 115,000

MWDC	TGK 7000 NW Street	TDC 1321 NW 13th Street, Miami Florida 33125	Boot Camp Program 6950 NW 41st Street, Miami, Florida 33166	Monitored Release Program	Juvenile Assessment Center
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13850 NW 41st Street, Miami, Florida 33178	Miami, Florida 33166			1351 NW 78th Avenue, Doral, FL 33126	275 NW 2nd St, Miami, FL 33128
ADP- 2,300	ADP- 1,250	ADP- 1,200	ADP-100	ADP-850	Annual Bookings 2,400
Open Dormitory setting	Open Dorm with rooms	1 st generation housing	Dormitory housing	Community supervision	Intake and Assessment Center
40 housing units	19 housing units	84 housing units	4 housing units		10 holding Cells

2.4 Total System Users

MDCR anticipates approximately 3,000 end users for the Integrated Jail Management System, with the option to add additional users as needed in the future.

2.5 Industry Standards and State of Florida Corrections Mandates

The software solution must comply with the following industry standards and State of Florida Corrections mandates:

- [Florida State Statute 951.23](#)
- [Florida Model Jail Standards \(FMJS\)](#)
- [American Correctional Association \(ACA\)](#)
- [Florida Correctional Accreditation Commission \(FCAC\)](#)
- [Civil Rights of Institutionalized Person’s Act \(CRIPA\)](#)
- [Prison Rape Eliminations Act \(PREA\)](#)
- [Florida State Statutes](#)
- [Americans with Disabilities Act \(ADA\), including](#) Section 508 of the Rehabilitation Act Amendments of 1998
- [Miami-Dade County Code and Ordinances](#)
- [Florida Department of Law Enforcement \(FDLE\)](#)
- [FBI Criminal Justice Information Services \(CJIS\)](#)

2.6 JMS Functionality

The software solution shall include, but not be limited to, the following functionalities and/or modules:

- Detainee Booking and Intake
- Detainee Classification
- Detainee Housing Configuration
- Detainee Movement
- Transportation
- Visitation
- Food Services
- Mail Services
- Property
- Detainee Records
- Detainee Requests
- Detainee Grievances
- Incident Reports / Reviews
- Discipline
- Reports

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- Unit Management, Events, and Activity Log
- Case Management Module
- Gain Time
- Detainee Release
- Analytics
- Detainee Self-service application
- Replicated Database
- In-Application User Guide
- Dashboards

See **Appendix A. Functional Requirements Summary** for description of the above functions.

2.7 Interface Development

The software solution shall provide one-way and bi-directional interfaces to various third party and internal County systems through an open Application Programming Interface (API). All data derived from the software solution shall be made available via the API. Proposers shall conduct a thorough review and assessment of all interfaces to be provided.

See **Appendix B. JMS Functionality Matrix**, tab – **Interface list** for the principal recognized application interfaces required.

2.8 System Architecture and Infrastructure

MDCR is seeking a Cloud hosted software solution. Accordingly, Proposers may propose either Florida Department of Law Enforcement (FDLE) approved Proposer-hosted software solution or FDLE approved government cloud service.

2.9 Hardware

The County seeks a software solution inclusive of all peripheral hardware required to operate the JMS. The selected Proposer shall provide all peripheral hardware including but not limited to cameras, fingerprint readers, signature pads, scanners, mobile devices and any other equipment required for the full use of the Integrated Jail Management System functionality used in the software solution. All hardware requiring a connection to the County network will be configured and connected to the network by the County in consultation with the selected Proposer. The selected Proposer shall be responsible for keeping devices current with Operating System updates, security patches, and firmware updates.

2.10 Network Specifications

The County, in conjunction with the selected Proposer, will conduct a network analysis based on selected Proposer recommendations, to determine if the current network infrastructure meets or exceeds the selected Proposer's requirements, or if upgrades may be required to meet the selected Proposer's stated network connectivity requirements. The software solution proposed should minimize the number of ports required for accessing the software solution external to the County's firewall.

2.12 Business Continuity and Disaster Recovery

The County requires the software solution to have appropriate fully automated replicated data center capabilities for the purpose of disaster recovery. This should include all database and application data. Real-time back-up capabilities shall be provided. All backup and recovery processes shall be subject to testing, auditing, and reporting. System backups shall be accomplished without taking the application out of service and without degradation of performance or disruption to operations. The County desires an Active/Passive software solution that supports automated failover to the back-up site. The recovery system at the secondary data center must have processing capability commensurate with the production workload and be ready to automatically resume processing after failure at the

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primary datacenter. MDCR's interfaces and operational procedures shall be identical regardless of which servers or locations are performing the functions. Primary and secondary data centers must be located within the continental US for hosted systems.

To ensure business continuity and minimize the impact of a disaster or outage, the proposed software solution shall meet the following Recovery Point Objective, Recovery Time Objective, and Maximum Tolerable Downtime requirements:

A. Recovery Point Objective (RPO)

The Selected Proposer shall provide a disaster recovery strategy that meets MDCR's RPO of one (1) hour. This means that in the event of a disaster, MDCR must be able to recover data to a point no more than one (1) hour before the disaster occurred

B. Recovery Time Objective (RTO)

The Selected Proposer shall provide a disaster recovery strategy that meets MDCR's RTO of four (4) hours. This means that in the event of a disaster, systems must be restored and operational within four (4) hours.

C. Maximum Tolerable Downtime (MTD)

The selected Proposer shall provide a disaster recovery strategy that meets MDCR's MTD of twenty-four (24) hours. This means that the maximum amount of time tolerated for the systems to be down or unavailable is twenty-four (24) hours. The Selected Proposer shall provide details on how they will achieve this MTD requirement, including system redundancy, failover capabilities, and recovery procedures. The Selected Proposer shall also provide documentation on the testing and verification of the disaster recovery strategy to ensure that it meets MDCR's MTD requirement.

2.13 Data Integrity

The software solution shall ensure the integrity of the data. Interruptions in processing due to incidents such as aborted transactions, hardware failures, or network unavailability should not result in inaccurate or inconsistent data residing in the software solution. If data transfers occur, the proposed software solution shall provide a method of audit validation to ensure all data sent was received in the target application.

2.14 Scalability

The software solution must be capable of scaling to accommodate increased workloads without adversely affecting operational performance, thereby supporting fluctuating demand. It should be designed to handle load increases of up to 50%, which may result from temporary surges due to major events or natural disasters, while maintaining performance standards

2.15 Security

The software solution must be supported by robust security controls, given its mission-critical impact on MDCR operations. It is mandatory to include comprehensive activity auditing and reporting capabilities, enabling the logging, querying, and reporting of all user and system actions. Additionally, logging configurations should be fully customizable by the security administrator. The software solution shall adhere to industry standard data security and compliance conditions listed below:

- HIPAA, HITECH and the rules promulgated thereunder;
- Payment Card Industry standards, including but not limited to PCI DSS and PCI PA-DSS;
- 28 CFR 20
- FBI's CJIS Security Policy;
- IRS Publication 1075;
- NIST 800-53, as revised; and
- ISO 27001 / 27002, as revised

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2.16 Implementation Services

The selected Proposer shall be responsible for providing all necessary implementation services for the proposed solution. These services must be delivered in full compliance with applicable laws, ordinances, rules, and regulations. Any implementation services requiring County participation must be scheduled during normal business hours (Monday through Friday, 8:00AM to 5:00PM EST). Should there be a need for such services outside of normal business hours, prior approval from the County is required. It is understood that Go-Live activities may occur outside of peak business hours to minimize operational disruption. The implementation services provided by the selected Proposer are expected to include the tasks outlined below, along with any additional services specified in the subsequent sections:

- Perform all tasks in support of all implementation services to ensure that a complete solution is implemented.
- Provide all components necessary for the proper operation of the solution in a web-based environment, including any and all items not identified in these specifications which are necessary to affect the desired operation as described (e.g., redaction).
- Provide on-premises support personnel at MDCR locations, for a minimum of 25% of the total implementation time, to assist the County in the implementation of the solution. *Note: This requirement is not inclusive of Go-Live support.*
- Provide full-time on-premises support during Go-Live periods for each module or phase.

2.16.1 Progress Tracking

The selected Proposer shall comply with the County's project management procedures for tracking progress and documents for the duration of the project via either the County's SharePoint site or as otherwise agreed. In addition, the selected Proposer shall submit written weekly status reports to the County, which may include work accomplished, updated Gantt charts, production goals, accepted deliverables, meetings and minutes, status of risks, issues or problems, summaries of approved project changes, and invoicing and payment.

2.16.2 Project Management and Deliverables

The County prefers a hybrid project management approach that integrates agile methodology with clearly defined scope. This approach offers an effective framework for JMS implementation while also accommodating necessary customizations and configurations. By combining the flexibility and iterative nature of agile for specific tasks, the County ensures that the overall project scope remains well-defined and managed throughout the process.

The hybrid implementation approach combines Agile methodology with a well-defined project scope, providing the following benefits:

- **Define the Overall Scope:** The project will begin with a clear definition of the high-level scope, including essential functionalities and project goals, ensuring a comprehensive understanding of the desired outcomes.
- **Scope and Customization Identification:** The County expects close collaboration with the selected Proposer to identify out-of-the-box functionalities and areas requiring customization or configuration to meet the County's unique needs.
- **Prioritize and Break Tasks into Sprints:** The selected Proposer and the County will prioritize identified tasks and break them into manageable sprints, adhering to Agile principles for efficient task completion.
- **Agile Implementation:** Tasks will be assigned to respective teams or individuals, and Agile principles will guide their execution. Each sprint will have a clear set of tasks, goals, and deliverables.
- **Iterative Development:** During each sprint, the selected Proposer and the County project team will develop, test, and implement customizations and configurations, building upon the existing JMS functionality.
- **Regular Reviews and Adjustments:** Regular review meetings will be conducted at the end of each sprint to assess progress, provide feedback, and make necessary adjustments based on evolving requirements.
- **Integration and Testing:** As sprints advance, customizations and configurations will be seamlessly integrated into the overall JMS. Comprehensive testing will be conducted to validate these changes and ensure they meet the established standards.

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- **Monitoring and Project Management:** Continuous monitoring of the project's progress, budget, and resource allocation will be essential to stay on track and align with the defined scope and objectives.

By adopting a hybrid approach, the County seeks to combine the flexibility and responsiveness of Agile with a well-defined project scope. This approach will enable greater adaptability in addressing changes or emerging requirements. The role of the Product Owner will be critical in understanding the County's needs, prioritizing tasks, and making key decisions regarding the customization and configuration of the JMS.

Deliverables for documentation shall include the following :

- Project Management Plan
- Organizational Chart
- System Design
- Requirements Traceability Matrix
- GAP Analysis
- Risk Assessment and Management Plan
- Knowledge Transfer/Training Plan
- QA Plan/Approach
 - ✓ High level QA approach
 - ✓ Testing and promotion
 - ✓ System Testing (i.e., integration, conversion, regression, usability)
 - ✓ Test Plans/Case Development
 - ✓ User Acceptance Testing
- Application Configuration / Customizations Specifications (as built)
- Data Conversion / Migration Plan
- Interface Specs (internal systems)
- Integration / information exchange specs (external applications)
- Best Practices and Industry Standards documentation
- Workflow design and specs
- Data Dictionary for replicated Database
- Hardware/Software Specs
- Section 508 compliance

2.16.3 Implementation Approach

MDCR is looking for Proposer that has the resources and ingenuity to bring a software solution live within **twelve months** of the resultant contract effective date and achieve full integration within twenty-four months of the resultant contract effective date. This implementation will be achieved by leveraging the existing functionality of various systems through interfaces to the software solution in order to Go-Live. Post Go-Live, the functionality captured by interfaces will be further developed in the JMS in order to achieve full integration and then terminate the unnecessary interfaces. Additionally, the approach emphasizes utilizing the Core JMS functionality primarily through low or no code system configurations rather than extensive customizations requiring code changes.

The proposed approach entails leveraging the existing functionality in the current mainframe by providing the selected Proposer with an API containing JMS data from the Arrest Affidavit, Mugshot, Fingerprints, etc. Once the booking record is established in the new JMS software solution, it will be transmitted to either the existing Criminal Justice Information System (CJIS) or the new Court Case Management System (CCMS). To facilitate seamless data exchange and coordination, a bidirectional interface will be developed between the new JMS and the court system in production at the time.

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Through this interface, booking information will be transferred from the JMS to the current court system as well as the current housing location of detainees to foster appearances in court hearings as well as ensuring efficient scheduling of court appearances. Additionally, the interface will receive updates from the court system, including changes in charges for arrestees and court schedules. Any changes in charges will automatically trigger reclassification within the JMS for the affected arrestees, maintaining accurate and up-to-date records. Bond-related information as well as results from court hearings will also need to be interchanged.

By adopting this approach, the new JMS will absorb all the existing JMS functionality currently residing in the mainframe. To facilitate this integration the County will provide an API to establish communication between the QMS, Pre-Classification, and Classification Tools, and the new JMS, eliminating the need for implementing these modules in the first stage of implementation of the new JMS.

2.17 Data Migration

The data migration process will commence by the County establishing a cloud-based data lake in MS Azure that incorporates historical data from all MDCR systems. This Azure data lake dedicated to MDCR information will store all data in a normalized format, adhering to referential integrity rules. Each piece of information within the data lake will be accompanied by a description in a data dictionary, ensuring clarity and understanding, and it will be regularly updated to maintain its relevance and accuracy. The selected Proposer shall be responsible for conducting the data import from the MDCR inmate data lake into the new JMS. Detailed information regarding the data structure of the data lake, including the data dictionary, will be provided. Subject matter experts will be available to identify and clarify each field within the data dictionary, as well as any associated business rules that may apply.

1. The migration strategy will adopt an approach, where certain modules within the JMS will involve importing data solely for the current inmate population. However, for other modules, historical data will be migrated for a specified defined period, such as the last 10 years. This approach allows for a balanced migration process that considers the specific data needs and requirements of different modules within the JMS that are required for the desired functionality to operate the detainee classification module.

The selected Proposer shall be responsible to import historical data including, but not limited to the following areas:

- Classification Ten (10) years
 - Booking / Release information Ten (10) years
 - PREA information Ten (10) years
 - Incident reports Ten (10) years
 - Disciplinary reports (only guilty findings) Ten (10) years
 - Mental Health Level Five (5) years
 - Protective Custody Ten (10) years
 - Cell History for active inmates Five (5) years
 - Grievances Five (5) years for active inmates
 - Keep Separates Five (5) years
 - Flags / Alarms Five (5) years
2. The selected Proposer shall work closely with the County's technical resources to conduct an evaluation of the source data. The evaluation process will involve the following steps:
 - a. Identifying all relevant legacy data sources: This includes identifying the data sources that contain current and historical inmate data. The selected Proposer will collaborate with the County's technical resources to identify these sources accurately.

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- b. Conducting a gap analysis: The primary objective of the gap analysis is to identify any discrepancies or mismatches between the existing data structures in the legacy systems and the data requirements of the new software solution. The selected Proposer will work with the technical resources to compare the data structures and identify any gaps that need to be addressed during the migration process.
3. Data transformation is a crucial aspect of the JMS software solution, and it involves two key elements:
 - a. Evaluation of Data Transformation needs:

Attribute Level: Each data attribute will be evaluated to determine how it maps from the legacy source to the target field within the software solution database. This evaluation includes identifying specific data transformation requirements, such as converting legacy offense codes to software solution offense types.

Entity Level: Mismatches between the legacy data structures and the software solution database schema will be assessed. This evaluation will address how such mismatches will be handled during the transformation process.
 - b. Implementation of the Necessary Transformations:

Data Lineage: The selected Proposer will ensure the ability to trace transformed data back to its original source for post-transformation auditing purposes. This ensures data lineage and maintains data integrity throughout the transformation process.

Repeatability: The transformation process will be designed to be repeatable, allowing for situations where transformations need to be re-run. This ensures consistency and reliability in the data transformation process.
4. Data Migration Planning:
 - a. As part of the elaboration stage, a thorough and comprehensive data migration implementation plan will be developed upfront. MDCR recognizes the mission-critical nature of the JMS project and acknowledges the inherent complexity associated with dealing with legacy systems. Therefore, MDCR emphasizes that the data migration effort should not be treated as an afterthought. Instead, it should be a primary focus and completed as a Core function during the implementation process.
 - b. The data migration implementation plan will be carefully crafted to address the unique requirements and challenges of migrating data from legacy systems to the new JMS. It will outline the specific steps, methodologies, and best practices to be followed throughout the migration process. This includes identifying data sources, assessing data quality, establishing data mapping and transformation rules, defining data validation and reconciliation procedures, and ensuring proper data lineage and auditing. The selected Proposer shall understand that data migration is a repetitive process where data items are mapped and validated after each import; said steps should be repeated as many times as necessary until each legacy item goes to the matching Selected Proposer Solution's item with or without transformation.

By prioritizing data migration and dedicating sufficient attention and resources to its planning and execution, MDCR aims to ensure a successful and seamless transition to the new JMS. This proactive approach recognizes the critical role of accurate and reliable data in the functioning of the JMS and its impact on the overall operations of MDCR.

2.18 Testing Plan

The selected Proposer, in collaboration with MDCR staff, shall be responsible for executing testing activities to ensure the proper functionality of the software solution before Go-Live. The testing activities will include, but not be limited to, the following:

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1. Test Plan Development: Develop a comprehensive test plan outlining the testing approach, scope, objectives, and schedule, subject to approval by MDCR staff.
2. Test Scripts/User Stories Development: Create test scripts and user stories defining specific test cases and scenarios for validation of the software solution's functionality.
3. Product Performance Testing: Evaluate software solution performance under expected workload and peak usage conditions.
4. Integration Testing: Verify interoperability and compatibility of the JMS with other existing systems and interfaces.
5. Parallel Testing: Conduct tests for simultaneous operation of the software solution with the existing system, ensuring a smooth transition if deemed appropriate.
6. Security Testing: Thoroughly assess software solution security to identify and address vulnerabilities, ensuring compliance with standards and safeguarding inmate and system data.
7. Conversion Testing: Validate accuracy and completeness of data migrated from legacy systems to the new JMS, ensuring successful data migration, throughout all layers: Database, Presentation, and Interfaces.
8. Hardware and Network Capacity Testing: Together with ITD, assess software solution compatibility and performance in terms of hardware and network capacity to ensure effective infrastructure support for the JMS.
9. Load Testing: Simulate realistic workloads to evaluate system behavior, response times, resource utilization, and scalability under anticipated and peak loads.
10. Transaction Load Testing: Specifically evaluate system performance under a predefined volume of transactions to simulate expected regular usage.
11. ADA Standards Testing: Demonstrate that the software solution is in compliance with Section 508 of the Rehabilitation Act, which requires that federal agencies make their EIT accessible to employees and members of the public with disabilities.
12. User Acceptance Testing (UAT): Complete all testing activities before MDCR's UAT, providing documentation for verification, validation, and approval.
13. Prior to Final Acceptance, the software solution must successfully complete mutually agreed upon Acceptance Tests. The method and parameters for these tests will be negotiated and documented as Deliverables within the Contract. The Acceptance Tests will cover hardware functionality, Data Load, Module Functionality, Third-Party Integration, Reliability, and Response Time. Final Acceptance depends on the JMS being fully functional and operational, meeting the specified criteria.

2.19 Reliability Period

Implementation services shall include a Reliability Period of twelve (12) months following the acceptance of the software solution. During this period, in addition to the maintenance and support services outlined in section 2.21, the selected Proposer shall provide a dedicated project/account manager available to the County during normal business hours (Monday through Friday, 8:00 AM to 5:00 PM EST), as well as a dedicated technical contact available 24/7 via a direct phone number for any urgent issues. The Reliability Period will be reset if any Severity Level 1 issues, as defined in section 2.21.1, occur during this time. The selected Proposer should also account for the possibility of providing support across multiple sites during the Reliability Period.

2.20 Training

A comprehensive training plan needs to be developed to effectively train MDCR staff to utilize and support the proposed software solution. The training approach will prioritize online training methods and leverage in-application help features. Additionally, the plan will incorporate the train-the-trainer concept to ensure efficient knowledge transfer and ongoing support. The training plan must be comprehensive and updated as systems changes are implemented throughout the life of the contract and will include the following components:

1. **Train-the-Trainer Program:** The primary training method for the majority of line staff will be through MDCR training staff. To ensure effective knowledge transfer and continuous support, a train-the-trainer program will be implemented. The Selected Proposer will provide comprehensive train-the-trainer sessions to designated MDCR staff members who will act as trainers within their respective functional areas. These trainers will receive in-depth training on the JMS and the training materials,

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- enabling them to deliver training sessions to other MDCR staff members. The train-the-trainer program will facilitate ongoing support and reinforce learning throughout the implementation and beyond.
2. **Online training:** Online or web-based videos/vignettes should be a significant training tool for MDCR training staff that will allow flexibility and accessibility for educating other MDCR staff. Online training materials will be developed, covering all the functional areas of the JMS, and made available through the agency's current learning management system or similar online platform. Staff members will be able to access these resources at their convenience, enabling self-paced learning and accommodating the agency's twenty-four/seven operational schedule.
 3. **In-application help features:** The JMS software solution will be designed to provide comprehensive in-application help features. These features may include context-sensitive help, tooltips, user guides, and search functionalities. They will provide on-the-spot assistance to users, guiding them through different functionalities of the system and addressing common questions or issues. The in-application help will serve as an immediate reference for users, reducing the need for external training materials.
 4. **The training plan** will be designed to meet the diverse training needs of different user roles within MDCR, including end-users, configurators, and application/system administrators. The plan will identify specific training topics, learning objectives, and the estimated duration for each training component. It will highlight the availability of online resources, in-application help features, and the train-the-trainer program as ongoing support mechanisms for continuous learning and user assistance.
 5. **Minimal classroom-based training:** While the emphasis will be on online training, there may be a limited need for classroom-based training to address specific training requirements or scenarios that are better suited for in-person instruction. The classroom-based training sessions will be kept to a minimum, focusing on critical aspects that benefit from interactive, hands-on training.
 6. **The inclusion of an application wizard within the JMS** software solution will be subject to discussion and agreement between MDCR and the Selected Proposer. The training plan will be adaptable to accommodate the presence or absence of an application wizard, ensuring that comprehensive training and support are provided regardless.

By incorporating online training, in-application help features, and the train-the-trainer concept into the training plan, the goal is to ensure that MDCR staff receive comprehensive training and ongoing support tailored to their needs. This approach promotes effective knowledge dissemination, encourages peer learning, and establishes a sustainable training framework within MDCR to support the successful adoption and utilization of the JMS software solution.

2.20.1 Training Documentation and Materials

To meet the needs of the County, end-user training documentation will require customization. The County requests to receive final versions of training materials in hardcopy and electronic formats, using the Microsoft Office suite of applications that are based on the final accepted Solution encompassing all customizations and configurations. The County shall have full authority to edit and customize all selected Proposer provided end user and system administrator training documentation. The selected Proposer shall be responsible for providing sufficient training materials and documents to include but not limited to:

- ✓ Instructor Manual(s)
- ✓ Student Training Manual(s)
- ✓ All manuals in MS Office format
- ✓ Technical Documentation
- ✓ Provide video tutorials for all functional modules (based on final software version)
- ✓ Transcript of On-Line User help identifying UI insertion points.

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2.21 Maintenance and Support Services

The selected Proposer shall provide comprehensive maintenance services for the County throughout the term of the resulting contract, including any optional renewal periods. At a minimum, maintenance services shall encompass updates and upgrades to the software solution. These updates and upgrades must address substantial defects, resolve minor bugs, mitigate conflicts arising from mandatory operating system security patches, deliver firmware updates, introduce enhancements to functionality, and upgrade to new version releases. All updates and upgrades must ensure continued compatibility with any customizations and interfaces.

Maintenance services may also include the option for the selected Proposer to assist with the installation of new releases. Furthermore, the Proposer must ensure that updates to the software solution are provided in response to legally mandated requirements, such as changes to local, state, or federal laws.

Maintenance of non-production environments, such as testing, staging, and training environments, shall also be included as part of the maintenance services. All maintenance services outlined above shall apply to the software solution in its entirety, including any customizations, interface developments, and any peripheral devices included with the solution.

2.21.1 Support Services

The selected Proposer shall provide a support service via a Help Desk 24 hours per day, seven days per week, including holidays. The Help Desk shall track all support requests and/or software solution problems. The Help Desk shall include a support tracking/ticketing that provides the following at a minimum:

- ✓ Log all calls received.
- ✓ Track all calls throughout the process until the software solution or information is relayed back to the customer.
- ✓ Assign every call a unique number for tracking purposes, preferably a "ticket #".
- ✓ Produce a report of all outstanding County tickets for a given time period.
- ✓ Produce a report of all closed tickets for a given time period.
- ✓ Search by any field.
- ✓ Track all work requests, complaints, and informative calls.
- ✓ Support copy and paste with other Windows applications.
- ✓ Assign authorized County staff to access the issue tracking system.
- ✓ Track resolution time to severity level.
- ✓ Provide Escalation Path(s) and Procedures.

Support services shall include support for all Severity Levels. Severity Level definitions, response times, and updated times shall be specified in resultant contract agreement. The County's preferred escalation and responses times for critical are outlined in the table below.

Severity	Definition	Response Time	Resolution Time	Status Frequency
1=Critical	A critical component of the system, whether hardware or software, is in a non-responsive state and affects Users' productivity or operations. A high impact problem which affects the Users.	15 minutes	One (1) Hour	15 minutes
2=Urgent	Any component failure or loss of functionality not covered in Severity 1, which is hindering operations, such as, but not limited to: excessively slow response time (exceeds maximum defined response	One (1) Hour	Two (2) Hours	30 minutes

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	times); functionality degradation; error messages; backup problems; or issues affecting the use of a module or the data.			
3=Important	Lesser issues, questions, or items that minimally impact the workflow or require a work around.	4 hours	Twenty-Four (24) Hours	Four (4) Hours
4=Minor	Issues, questions, or items that do not impact the workflow. Issues that can easily be scheduled such as an upgrade or patch.	8 hours	72 hours for an acceptable workaround until resolution	Weekly Status Call

2.21.2 Solution Availability

The County has established target levels of the software solution availability to be 99.99% of the time per year. If the software solution offering fails to meet the target level, a penalty shall be charged to the selected Proposer payable to MDCR in accordance with the schedule below.

Occurrence	Fee Amount
1 st occurrence	3% penalty of Annual licensing cost
2 nd occurrence	5% penalty of Annual licensing cost
3 rd occurrence or more	10% penalty of Annual licensing cost

Downtime means that the software 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-peak hours with the prior approval of the County. For clarity, should the software solution not be accessible by MDCR or its customers at any individual facility covered under the resultant contract agreement that shall be considered Downtime.

The County Project Manager shall notify the selected Proposer, either in writing or verbally of any identified Deficiency. Upon receipt of such notice (either written or oral) from the County, or upon the Proposer’s own discovery of a Deficiency, the selected Proposer shall promptly initiate corrective actions to address the Deficiency. The corrective measures shall be completed in accordance with a timeline mutually agreed upon by both parties. The selected Proposer acknowledges that, as part of the Maintenance and Technical Support Services provided to the County, they may be required to repair, replace, or reinstall any part of the software solution, or other associated materials, or to create an update in order to resolve the identified Deficiency.

2.22 Optional Functionality / Services

Items listed by the Proposer in the **Other Functionality** tab of **Appendix B.JMS Functionality Matrix** and their associated pricing, if applicable, are considered optional services and are not included in the Scope of Services. As such, information provided for such optional items will **NOT BE SCORED** as part of the evaluation process but may be considered at the sole discretion of the County. If accepted, these optional services should be delivered within the anticipated twenty-four (24) month implementation period.

In addition to any optional functionality and services offered by the selected Proposer, MDCR may request the development of functionality or services outside the original scope of this project. The selected Proposer 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 selected Proposer will be responsible for providing estimates for cost, development time, and impact to the project to MDCR for any proposed scope changes. No work outside the defined scope of this project shall be performed without the approval of the designated MDCR approvers.

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2.23 Software Solution Acceptance

The selected Proposer should demonstrate that all system modules, functionalities, and applications are operational as described in this document prior to MDCR finally accepting the software solution. The selected Proposer 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) system configuration; (b) interface development; (c) software testing; (d) acceptance and user acceptance testing; (e) training; (f) cooperating with all other vendors supplying peripheral or ancillary equipment that will interface with the software solution.

Software solution acceptance shall be determined by a consecutive sixty (60) day period during which the software solution should function ninety-nine percent (99.99%) of the time. The Selected Proposer should work with MDCR to determine the actual uptime and downtime of operation of the software solution. No Deficiency shall be deemed remedied until all necessary remedial action has been completed and approved in writing by the concerned County Project Manager in accordance with the procedures set forth in the agreement.

3.0 RESPONSE REQUIREMENTS

3.1 Submittal Requirements

In response to this Solicitation, Proposer should **complete and return the entire Proposal Submission Package**. Proposers should carefully follow the format and instructions outlined therein. All documents and information must be fully completed and signed as required and submitted in the manner described. Nothing in this RFP shall in any way be utilized to request documentation relating to or authorizing consideration of a Proposer's social, political, or ideological interests when determining if the Proposer is a responsible vendor or give a preference to a Proposer based on the Proposer's social, political, or ideological interests.

The Proposal shall be written in sufficient detail to permit the County to conduct a meaningful evaluation of the proposed services. However, overly elaborate Proposals are not requested or desired.

Proposers are encouraged to access the links below to assist with submission of responses to the Solicitation.

Recorded eSupplier Workshop https://www.miamidade.gov/global/news-item.page?Mduid_news=news1652724628268780

Password: q37%t+pG

Submit a Bid Job Aid <https://www.miamidade.gov/technology/library/informs/job-aid/submit-a-bid.pdf>

4.0 EVALUATION PROCESS

4.1 Review of Proposals for Responsiveness

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

4.2 Evaluation Criteria

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

Technical Criteria	Point
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1.Proposer’s relevant experience, qualifications, and past performance	100
2.Relevant experience and qualifications of key personnel, including key personnel of Subcontractors, that will be assigned to this project, and experience and qualifications of Subcontractors	100
3.Proposer’s approach and methodology to providing the Services requested in this solicitation	100
4.System Architecture & Functionality	400
6.System Interfaces and Data Migration	150
7.Proposer’s use of innovative technologies and products	50
Price Criteria	Points
Proposer’s proposed price	100

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

Additionally, pursuant to County Resolution No. [R-321-23](#), the Competitive Selection Committee (or Review Team) shall be provided with adverse findings or substantiated allegations within the past seven (7) years of the proposal submittal date (collectively “Reports”) of the Miami-Dade Office of the Inspector General (“OIG”) and/or the Miami-Dade County Commission on Ethics and Public Trust (“COE”) regarding any Proposer and their proposed subcontractor(s) under deliberation by the Competitive Selection Committee (or Review Team) to be considered in accordance with the evaluation of each applicable criteria identified in the Solicitation. In the event the OIG and/or COE issues Reports after the Competitive Selection Committee (or Review Team) has scored and ranked the Proposers, the County Mayor or County Mayor’s designee may re-empanel the Competitive Selection Committee (or Review Team) to consider if such Reports would change the rankings. If the Competitive Selection Committee (or Review Team) determines that Reports would change the rankings of the Proposer(s) identified in the Reports, then the Competitive Selection Committee (or Review Team) shall re-score the Proposer(s) identified in the Report solely based on the impact the information identified in the Report would have on the scoring of the Proposer(s) in accordance with the applicable criteria identified in the Solicitation, re-rank the Proposers, and submit a written justification for the revised rankings to the County Mayor or County Mayor’s designee. Upon review of such re-ranking and the justification, the County Mayor or County Mayor’s designee may accept or reject the revised rankings. The County Mayor shall, in any recommendation to the Board of County Commissioners, either attach all Reports issued by the OIG and/or the COE or provide a description of such Reports and a link to where such Reports may be viewed.

4.3 Oral Presentations

After evaluation of the Proposals on the criteria indicated above (Technical and Price), rating and ranking, the Competitive Selection Committee may choose to conduct an oral presentation with the Proposer(s) which the Competitive Selection Committee deems to warrant further consideration. In making this determination, the Competitive Selection Committee should consider whether a recommendation can be reached without oral presentations or whether there is a need for, or would be a benefit to, holding oral presentations. For instance, oral presentations may be needed to assist the Competitive Selection Committee to make its recommendation and/or to differentiate among the Proposer(s) remaining in consideration due to, among other factors, scores in clusters and/or a close competition. Oral presentations may also be beneficial if clarity on the Proposal(s) is needed or an explanation of the Proposal(s) would be helpful to the process and in scoring, especially on large and/or complex projects, as determined by the Competitive Selection Committee . See “Lobbyist Registration Affidavit” regarding registering speakers in the Proposal for an oral presentation.

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Unless otherwise advised by the County, oral presentations will only be used for the Proposer to present its Proposal and provide clarifications, if needed, and for the Competitive Selection Committee (or Review Team) to ask questions. Proposals cannot be materially changed through oral presentations. Upon completion of the oral presentation(s), if any, the Competitive Selection Committee (or Review Team) will re-evaluate, re-rate and re-rank the Proposals from the Proposer(s) invited to oral presentations based upon the written documents, and in consideration of any clarity gained from the oral presentation.

4.4 Selection Factor

This Solicitation includes a selection factor for Miami-Dade County Certified Small Business Enterprises (SBE's) as follows. A SBE is entitled to receive an additional ten percent (10%) of the total technical evaluation points on the technical portion of such Proposer's Proposal. Pursuant to Sections 2-8.1.1.1 and 2-8.1.1.2 of the Code, Proposer shall have all the necessary licenses, permits, registrations and certifications, to include SBE certification, to perform a commercially useful function in the provision of the type of goods and/or services required by this Solicitation. For certification information, contact Small Business Development at (305) 375-3111, visit <http://www.miamidade.gov/smallbusiness/> or, e-mail your inquiries directly to: Sbdcert@miamidade.gov.

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

Any entity may enter into a Joint Venture with a Small Business Enterprise firm for the purposes of creating a Proposer to submit a Proposal in response to this Solicitation and receiving an SBE Selection Factor. Joint ventures will be considered as one entity by the County during the evaluation of the Proposal in response to this Solicitation. Joint ventures must be pre-approved by Small Business Development and meet the criteria as established in Implementing Order 3-41 and Sections 2-8.1.1.1 and 2-8.1.1.2 of the Code for the purposes of receiving an SBE Selection Factor pursuant to this Section.

4.5 Local Certified Veteran Business Enterprise Preference

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

4.6 Price Evaluation

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

4.7 Local Preference

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

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4.8 Negotiations

The Competitive Selection Committee will evaluate, score and rank Proposals, and submit the results of the evaluation to the County Mayor or designee with its recommendation. The County Mayor or designee will determine with which Proposer(s) the County shall negotiate, if any, through the approval of the Competitive Selection Committee Coordinator Report which will be shared through electronic means with all Proposers. The County Mayor or designee, at their sole discretion, may direct negotiations with the highest ranked Proposer, by taking into consideration Local Preference to determine whether to direct negotiations with the highest ranked local Proposer recommended by the Competitive Selection Committee pursuant to the Local Preference Section above, if any, **and/or** may request a better offer. In any event the County engages in negotiations with a Proposer and/or requests a better offer, the discussions may include price and conditions attendant to price.

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

Any Proposer recommended for negotiations shall complete a Non-Collusion Affidavit, in accordance with Section 2-8.1.1 of the Code. (If a Proposer fails to submit the required Non-Collusion Affidavit, said Proposer shall be ineligible for award). Attendees actively participating in negotiation with Miami-Dade County shall be listed on the Lobbyist Registration Affidavit or registered as a lobbyist with the Clerk of the Board. For more information, please use the following link to access the County's Clerk of the Board Lobbyist Online Registration and Information System: <https://www.miamidade.gov/Apps/COB/LobbyistOnline/Home.aspx>

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

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

4.9 Contract Award

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

4.10 Written Objections to Selection Committee Ranking/Scoring and Rights of Protest

A recommendation for contract award may be protested by a Proposer in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the Code, as amended, and as established in Implementing Order No. 3-21, as amended. Any question, issue, objection or disagreement concerning the rankings, scoring or recommendations of the Competitive Selection Committee (or Review Team) shall be deemed waived by the Protestor and shall be rejected as a basis of a bid protest, unless it is brought by the Proposer to the attention of

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the Procurement Contracting Officer. Proposers must notify the Procurement Contracting Officer in writing with a copy to the Clerk of the Board within five (5) work days of receipt of notification of the Competitive Selection Committee (or Review Team) Coordinator Report referenced in Section 4.8 above. The written objection shall state with particularity the basis of the objection and with sufficient information to allow the County's procurement professionals to consider, evaluate and address the issues raised in the objection promptly.

5.0 TERMS AND CONDITIONS

The County's **draft form of agreement** is attached. Proposers should review the document in its **ENTIRETY**. The terms and conditions summarized below are of special note and can be found in their entirety in the agreement:

a) Supplier/Vendor Registration

Prior to being recommended for award, the Proposer shall complete a Miami-Dade County Supplier/Vendor Registration Package. For online Supplier/Vendor registration, visit the **Supplier Portal**: <https://supplier.miamidade.gov>.

b) Insurance Requirements

The Contractor shall furnish to the County, Strategic Procurement Department, prior to the commencement of any work under any agreement, Certificates of Insurance which indicate insurance coverage has been obtained that meets the stated requirements.

c) Inspector General Reviews

In accordance with Section 2-1076 of the Code, the Office of the Inspector General may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise indicated. The cost of the audit, if applicable, shall be one quarter (1/4) of one (1) percent of the total Contract amount and the cost shall be included in any proposed price. The audit cost will be deducted by the County from progress payments to the Contractor, if applicable.

d) User Access Program

Pursuant to Section 2-8.10 of the Code, any agreement issued as a result of this Solicitation 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 Solicitation and the utilization of the County Contract price and the terms and conditions identified therein, are subject to the two percent (2%) UAP.

6.0 ATTACHMENTS

Draft Form of Agreement

Proposal Submission Package, including:

- Proposer Information Section
- Web Forms – Submittal Form, Subcontracting Form, Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit, Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit, Lobbyist Registration Affidavit (*for an Oral Presentation and/or Recorded Negotiation Meeting or Sessions*), Contractor Due Diligence Affidavit
- Form 1 – Price Proposal Schedule
- Attachment A. IT Security Matrix
- Appendix A. Functional Requirements Summary
- Appendix B. JMS Functionality Matrix
- Appendix C. County Resource Staffing Worksheet
- Exhibit 1. Automated Arrest-Form Interface Documentation
- Exhibit 2. Data Works Mugshot System Interface Documentation
- Exhibit 3. Intake and Release Process
- Exhibit 4. CJIS Prospective Interface

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- Exhibit 5. Intake and Classification Flow Chart
- Exhibit 6. Miami Dade Technology Model
- Exhibit 7. Cloud Service Usage Policy
- Exhibit *. FBI CJIS Security Policy

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