VIII. AWARD OF CONTRACT

Proposers are advised that the lowest cost proposal will not necessarily be awarded the contract, as the selection will be based upon qualification criteria as deemed by the County and as determined by the selection committee and the County Mayor.

IX. PURPOSE

To select the best-qualified Provider and award a County-approved contract for professional services to perform the Services and to satisfactorily complete all activities associated with the Services.

Services Required

1. The Provider shall provide 24 hour, 365 days staffing to manage the detention centers' property rooms. All inmates' property and money will be received, stored and released in accordance with rules and regulations of the Jail Division
2. Provide staffing to account for and record all money received from inmate visitation and record all money orders received on behalf of inmates through the mail.
3. Provide staffing to process all property and money requests generated by: the inmate, court and detention center approved charges and releases including commissary charges.
4. Provide staffing to inspect and distributed inmate mail five days per week (Monday – Friday).
5. Generate monthly reports including but not limited to: summaries of detention center charges and reimbursements, commissary sales and credit, welfare profits, trust fund and checking account reconciliation.
6. Be familiar with all detention center rules and regulations and follow all policies while in the Detention Center.
7. Provide pre-employment background and drug screening and post employment, random drug screening, for all employees that have access to the Detention Center. No person will be allowed access to the Jail without receiving Jail clearance. Such clearance may be revoked by the Jail at any time.
8. Provide Staffing Chart by position to include, number of employees and hours scheduled to work in a seven day week by position. Staffing shall include a qualified fiduciary accounting manager with multiple years experience in similar size facility. The manager must be full time and available on call.
9. Provide proposed staffing and schedule. Include plan for unexpected contingencies. Include the location of your support staff and time involved in responding to such emergency. The Provider must provide replacement staffing within one hour.
10. The Provider's employees must be employed at-will and will be subject to the Jail approval at all times.
11. The Provider must write, own, and support all aspects of the Inmate Accounting Software including all contractor supplied equipment with their own employees.
12. The employees of the provider shall not be deemed employees of the facility. The facility will provide proper ID for movement about the facility.
13. The Provider will include in its response a description of its policy regarding conduct and dress code.

14. Self Service Lobby Cashier device that will handle Cash, Credit, and Debit card transactions. The facility will not be responsible for the handling of cash, credit or debit transactions. The device must be integrated with the vendor's own resident banking software
15. Provide monthly internal audit reports to jail management.

RESIDENT BANKING SOFTWARE REQUIREMENTS (Mandatory)

The following are the mandatory specifications that will be required of the proposed resident banking software. The system must contain all of the requirements and system features that are outlined below. These must currently exist in the Resident Banking software at the time of proposal submission for the proposal to be considered.

The proposed Inmate Banking Software should provide for an accurate, cashless accounting of all inmate monies, expenses, purchases, and pay-for-stay. At a minimum, it must contain all of the features and reporting included in the request for proposal. This includes the following:

1. Complete General Ledger with Automatic Dual Accounting Posting.
2. Trial Balance to be run at any time and must always balance.
3. Date Specific Reports for all Ledger Accounts
4. Fiscal Year Maintenance with End of Month Reporting
5. Allow the Facility to open individual Trust Fund for an inmate at the time of booking and to enter into the computer system the amount of money in their possession at the time of booking. The following fields must be present in the opening transaction field:
    - Account Number
    - Name
    - Birth Date
    - Gender
    - Location
    - Ethnic Group
    - Height
    - Weight
    - Eye & Hair Color
    - Alias
    - Appendages
    - Records and Identification Number (R&I #)
6. Allow for the following transactions to take place at the intake screen:
    - Charge receivable such as admission fees, admission paks, etc
    - Sell Commissary Pack's
    - Place Restrictions upon inmates
7. Once open, Allow for the following transactions to occur on the ITF (Inmate Trust Funds):
    - Add fund to the account.
    - Draw funds in the form of a check, cash or both.
    - Close an account with a detail statement and pay the inmate's balance by check, cash or a combination of both.

- Close multiple accounts printing one check.
- Deduct commissary and other charges in a live-time environment.
- Process Credits
- Change inmate locations individually or in groups.

8. Assign a permanent ID number for an inmates' ITF which allow an account to be reopened and allow for the ability for debts to be tracked across multiple incarcerations. Allow for reports to be run on both the permanent number and booking number for each Resident
9. The system must provide a series of reports as specified by the County. The reports should allow for data concerning an individual inmate, a specific site within a correction system or the facility as a whole. The report should include:
    - Cash Reports
    - Sales Reports
    - Checkbook Reports
    - Resident Reports
    - Bail Reports
    - Receivable Reports
    - General Ledger Reports
    - Payroll Reports
    - Commissary Reports
    - Account Summary Report
    - Check Book Activity Report
    - Intake and Release Report
    - Date-Time Period Report
    - Log Report
    - Cash Drawer Report
    - Balance History Report
10. Checkbook Reconciliation with Multiple Checkbook Capabilities
11. Ability to write check from an inmate's ITF to a third party, a check from General Fund to a vendor, to void, make corrections, adding manually written checks, reclaim unclaimed monies, verification, and deposits.
12. Multiple levels of security should be present and available for the facilities use in the software system. These levels should have the ability to be customized by the facility site manager, include password control and tracking of transactions by individual and station.
13. Update of the computer software must be provided free of charge to the County for the length of the contract. Contractor must show proof that past updates have been done through references provided.
14. The Contractor must install the system, provide on going support and a toll free 24 hour emergency line to insure maximum utilization and minimal down time with the proposed system.
15. The contractor must have an operating center and support staff with in 2 hours of the Shelby County Sheriff's Office facilities to provide the County with the optimum service level.
16. Screen presentation must be in color to reduce operating error.
17. The system must also contain the following Module:
    - Bail Module
    - Inmate Payroll Module
    - Funds/Accounts Receivables Module
    - Indigent Tracking Module

- Property Module
- Multi Release Module
- Commissary Inventory Module with Report Section
- Checkbook Reconciliation Module
- Positive Pay Module
- Restriction and Administrative Hold Module
- Interface with the current Department Jail Management System

18. Allows for Debt to be collected based upon a percentage of incoming, and priority as defined by the facility.
19. Provide for Inactivity Maintenance to include reporting and reclamation of moneys.
20. Allow for funds to be transferred from one resident account to another by authorized personnel
21. Allow for the input of resident address and phone contact information of the purposes of generating invoices and receiving payments for debt after resident release
22. The banking software must allow for resident releases to be done by Cash, Credit, or Smartcard or combination of the above as determined by the facility.
23. Allow for funds to be electronically received and added to Inmate Accounts through GPS (Gov Pay Now) and Western Union.

SYSTEM REQUIREMENTS (Mandatory)

The proposed software must meet the following criteria to be considered compliant with the software specifications.

1. Windows environment application
2. Utilizes relational database, either Oracle, MS SQL, or MYSQL
3. Allows for System Wide Settings
4. Allows for Individual Facility Site Settings
5. The Contractor will be responsible for installation of the PC workstation.
6. The Contractor will be responsible to provide shielded category-5 cabling to connect the workstation.
7. The Contractor will be responsible for Network connectivity with the facilities.
8. The Contractor will be totally responsible for the computer hardware and will provide direct maintenance and service on the hardware for the length of the contract.
9. The Computer Maintenance shall not be contracted and must be performed by the contractor employees.
10. The contractor will provide Shelby County with local support for computer hardware, during normal business hours and an emergency help line number, which is staffed by a trained Technical Professionals 24 hours per day, seven days per week.

X. CONTRACT REQUIREMENTS

The successful Proposer will be expected to enter into a contract incorporating the following terms and conditions, and such additional terms and conditions standard to services of this type.

a. General Requirements

1. Control. All services by the Provider will be performed in a manner satisfactory to the County, and in accordance with the generally accepted business practices and procedures of the County.

2. Provider's Personnel. The Provider certifies that it presently has adequate qualified personnel to perform all services required under this Contract. All work under this Contract will be supervised by the Provider. The Provider further certifies that all of its employees assigned to serve the County have such knowledge and experience as required to perform the duties assigned to them. Any employee of the Provider who, in the opinion of the County, is incompetent, or whose conduct becomes detrimental to the work, shall immediately be removed from association with services under this Contract.

3. Independent Status. (a) Nothing in this Contract shall be deemed to represent that the Provider, or any of the Provider's employees or agents, are the agents, representatives, or employees of the County. The Provider will be an independent contractor over the details and means for performing its obligations under this Contract. Anything in this Contract which may appear to give County the right to direct the Provider as to the details of the performance of its obligations under this Contract or to exercise a measure of control over the Provider is solely for purposes of compliance with local, state and federal regulations and means that the Provider will follow the desires of the County only as to the intended results of the scope of this Contract.

(b) It is further expressly agreed and understood by the Provider that neither it nor its employees or agents are entitled to any benefits which normally accrue to employees of the County; that the Provider has been retained by the County to perform the services specified herein (not hired) and that the remuneration specified herein is considered fees for services performed (not wages) and that invoices submitted to the County by the Provider for services performed shall be on the Provider's letterhead.

4. Termination Or Abandonment. (a) It shall be cause for the immediate termination of this Contract if, after its execution, the County determines that either:

(i) the Provider or any of its principals, partners or corporate officers, if a corporation, including the corporation itself, has plead nolo contendere, or has plead or been found guilty of a criminal violation, whether state or federal, involving, but not limited to, governmental sales or purchases, including but not limited to the rigging of bids, price fixing, or any other collusive and illegal activity pertaining to bidding and governmental contracting.

(ii) The Provider has subcontracted, assigned, delegated, or transferred its rights, obligations or interests under this Contract without the County's consent or approval.

(iii) The Provider has filed bankruptcy, become insolvent or made an assignment for the benefit of creditors, or a receiver, or similar officer is appointed to take charge of all or part of Provider's assets.

(b) The County may terminate the Contract upon five (5) days written notice by the County or its authorized agent to the Provider for the Provider's failure to provide the services specified under this Contract.

(c) This Contract may be terminated by either party by giving thirty (30) days written notice to the other, before the effective date of termination. In the event of such termination, the Provider shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date; however, the Provider shall not be reimbursed for any anticipatory profits that have not been earned as of the date of termination.

(d) All work accomplished by the Provider prior to the date of such termination shall be recorded and tangible work documents shall be transferred to and become the sole property of the County prior to payment for Services rendered.

(e) Notwithstanding the above, the Provider shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Provider and the County may withhold any payments to the Provider for the purpose of setoff until such time as the exact amount of damages due the County from the Provider is determined.

5. Subcontracting, Assignment Or Transfer. Any subcontracting, assignment, delegation or transfer of all or part of the rights, responsibilities, or interest of either party to this Contract is prohibited unless by written consent of the other party. No subcontracting, assignment, delegation or transfer shall relieve the Provider from performance of its duties under this contract. The County shall not be responsible for the fulfillment of the Provider's obligations to its transferors or sub-contractors. Upon the request of the other party, the subcontracting, assigning, delegating or transferring party shall provide all documents evidencing the assignment.

6. Conflict Of Interest. The Provider covenants that it has no public or private interest, and will not acquire directly or indirectly any interest which would conflict in any manner with the performance of its services. The Provider warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of the County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-contractor to the Provider in connection with any work contemplated or performed relative to this Contract.

7. Covenant Against Contingent Fees. The Provider warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Provider, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Provider any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making

of this Contract. For breach or violation of this warranty, the County will have the right to recover the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.

8. Employment Of County Workers. The Provider will not engage, on a full or part-time, or other basis during the period of the Contract, any professional or technical personnel who are or have been at any time during the period of the Contract in the employ of the County.

9. Arbitration. Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the Provider and the County will be referred to the Shelby County Contract Administrator or his/her duly authorized representative, whose decision regarding same will be final.

10. General Compliance With Laws. (a) If required, the Provider shall certify that it is qualified and duly licensed to do business in the State of Tennessee and that it will take such action as, from time to time, may be necessary to remain so qualified and it shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

(b) The Provider is assumed to be familiar with and agrees that at all times it will observe and comply with all federal, state, and local laws, ordinances, and regulations in any manner affecting the conduct of the work. The preceding shall include, but is not limited to, compliance with all Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety and Health Administration (OSHA) requirements, the Americans with Disabilities Act (ADA), and all state and local laws, rules and regulations pertaining to electrical requirements of residential construction and renovation.

(c) This Contract will be interpreted in accordance with the laws of the State of Tennessee. By execution of this contract the Provider agrees that all actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this contract will be instituted and litigated in the courts of the State of Tennessee, located in Shelby County, Tennessee, and in no other. In accordance herewith, the parties to this contract submit to the jurisdiction of the courts of the State of Tennessee located in Shelby County, Tennessee.

11. Nondiscrimination. The Provider hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Provider on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Provider shall upon request show proof of such nondiscrimination, and shall post in conspicuous places available to all employees and applicants notices of nondiscrimination.

12. Entire Agreement. This Contract contains the entire Contract of the parties and there are no other promises or conditions in any other Contract whether oral or written. This Contract supersedes any prior written or oral Contracts between the parties.

13. Amendment. This Contract may be modified or amended, only if the amendment is made in writing and is signed by both parties.

14. Severability. If any provision of this Contract is held to be unlawful, invalid or unenforceable under any present or future laws, such provision shall be fully severable; and this Contract shall then be construed and enforced as if such unlawful, invalid or unenforceable provision had not been a part hereof. The remaining provisions of this Contract shall remain in full force and effect and shall not be affected by such unlawful, invalid or unenforceable provision or by its severance here from. Furthermore, in lieu of such unlawful, invalid, or unenforceable provision, there shall be added automatically as a part of this Contract a provision as similar in terms to such unlawful, invalid or unenforceable provision as may be possible, and be legal, valid and enforceable.

15. No Waiver Of Contractual Right. No waiver of any term, condition, default, or breach of this Contract, or of any document executed pursuant hereto, shall be effective unless in writing and executed by the party making such waiver; and no such waiver shall operate as a waiver of either (a) such term, condition, default, or breach on any other occasion or (b) any other term, condition, default, or breach of this Contract or of such document. No delay or failure to enforce any provision in this Contract or in any document executed pursuant hereto shall operate as a waiver of such provision or any other provision herein or in any document related hereto. The enforcement by any party of any right or remedy it may have under this Contract or applicable law shall not be deemed an election of remedies or otherwise prevent such party from enforcement of one or more other remedies at any time.

16. Matters To Be Disregarded. The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.

17. Subject To Funding. This Contract is subject to annual appropriations of funds by the Shelby County Government. In the event sufficient funds for this Contract are not appropriated by Shelby County Government for any of its fiscal period during the term hereof, then this Contract will be terminated. In the event of such termination, the provider shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date.

18. Travel Expenses. All travel expenses shall be assumed by the Provider and shall not be billed to the County.

19. Incorporation Of Other Documents. (a) The Provider shall provide services pursuant to this Contract in accordance with the terms and conditions set forth within the Shelby County Request for the Shelby County Purchasing Department and incorporated herein by reference.

(b) It is understood and agreed between the parties that in the event of a variance between the terms and conditions of this Contract and any amendment thereto and the terms and conditions contained either within the Request for Proposals/Bids or the Response thereto, the terms and

conditions of this Contract as well as any amendment shall take precedence and control the relationship and understanding of the parties.

20. Contracting With Locally Owned Small Businesses. The Provider shall take affirmative action to utilized Locally Owned Small Businesses when possible as sources of supplies, equipment, construction and services.

21. Incorporation Of Whereas Clauses. The foregoing whereas clauses are hereby incorporated into this Contract and made a part hereof.

22. Waiver Of Proprietary Interest. Notwithstanding anything to the contrary contained herein or within any other document supplied to County by the Provider, Provider understands and acknowledges that County is a governmental entity subject to the laws of the State of Tennessee and that any reports, data or other information supplied to County by Provider due to services performed pursuant to this Contract is subject to being disclosed as a public record in accordance with the laws of the State of Tennessee.

23. Organization Status And Authority. (a) Provider represents and warrants that it is a corporation, limited liability company, partnership, or other entity duly organized, validly existing and in good standing under the laws of the state of Tennessee; it has the power and authority to own its properties and assets and is duly qualified to carry on its business in every jurisdiction wherein such qualification is necessary.

(b) The execution, delivery and performance of this Contract by the Provider has been duly authorized by all requisite action and will not violate any provision of law, any order of any court or other agency of government, the organizational documents of the Provider, any provision of any indenture, agreement or other instrument to which the Provider is a party, or by which the Provider's respective properties or assets are bound, or be in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets.

24. Warranty. The Provider warrants to the County that all Services shall be performed in accordance with acceptable standards in the industry applicable to the Services. The Provider shall correct, at its sole cost and expense, any work reasonably deemed to be unsatisfactory by the County. The Provider warrants to the County that all Services shall be in strict compliance with the terms of this Contract, and all applicable governmental laws, rules and regulations.

25. Rights in Data. The County shall become the owner, and the Provider shall be required to grant to the County, or its successors, a perpetual, non-exclusive, non-transferable, royalty-free right, in the County's name, to use any deliverables provided by the Provider under this Contract, regardless of whether they are proprietary to the Provider or to any third parties.

26. Provider Responsibilities.

A. INDEMNIFICATION AND INSURANCE REQUIREMENTS

1. Responsibilities For Claims And Liabilities. (a) The Provider shall indemnify, defend, save and hold harmless the County, and its elected officials, officers, employees, agents, assigns, and instrumentalities from and against any and all claims, liability, losses or damages—including but not limited to Title VII and 42 USC 1983 prohibited acts—arising out of or resulting from any conduct; whether actions or omissions; whether intentional, unintentional, or negligent; whether legal or illegal; or otherwise that occur in connection with or in breach of this Contract or in the performance of the duties hereunder, whether performed by the Provider its sub-contractors, agents, employees or assigns. This indemnification shall survive the termination or conclusion of this Contract.

(b) The Provider expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Provider shall in no way limit the responsibility to indemnify, defend, save and hold harmless the County or its elected officials, officers, employees, agents, assigns, and instrumentalities as herein provided.

(c) The County has no obligation to provide legal counsel or defense to the Provider or its sub-contractors in the event that a suit, claim or action of any character is brought by any person not party to this Contract against Provider as a result of or relating to obligations under this Contract.

(d) Except as expressly provided herein, the County has no obligation for the payment of any judgment or the settlement of any claims against the Provider as a result of or relating to obligations under this Contract.

(e) The Provider shall immediately notify the County, c/o Shelby County Government, Contracts Administration, 160 N. Main Street, Suite 550, Memphis, TN 38103, of any claim or suit made or filed against the Provider or its sub-contractors regarding any matter resulting from or relating to Provider's obligations under this Contract and will cooperate, assist and consult with the County in the defense or investigation thereof.

2. Insurance/Bond Requirements. The Contractor will provide evidence of the following insurance coverage:

The Contractor/provider shall maintain coverage with limits of no less than:

1) *Commercial General Liability Insurance* – Limits of no less than $1,000,000 limit per occurrence bodily injury and property damage/$1,000,000 personal and advertising injury/$2,000,000 General Aggregate/$2,000,000 Products-Completed Operations Aggregate; $1,000,000 Fire Damage any one fire. Shelby County Government shall be named as additional insured. The insurance shall include coverage for the following:
   a) Premises/Operations
   b) Explosion, Collapse, & Underground, if applicable
   c) Products/Completed Operations