### CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: <u>10/09/2020</u>

Contract/Lease Control #: C21-2995-COR

Procurement#: RFP COR 48-20

Contract/Lease Type: <u>AGREEMENT</u>

Award To/Lessee: OASIS MANAGEMENT SYSTEM, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: <u>10/01/2020</u>

Expiration Date: 09/30/2023 W/2 1 YR RENEWALS

Description of: COMMISSARY & FIDUCIARY MANAGEMENT SERVICES FOR

OKALOOSA COUNTY DEPARTMENT OF CORRECTIONS

Department: <u>COR</u>

Department Monitor: <u>ESMOND</u>

Monitor's Telephone #: 850-689-5690

Monitor's FAX # or E-mail: <u>EESMOND@MYOKALOOSA.COM</u>

Closed:

Cc: BCC RECORDS



#### **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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	XUCER .				CONTACT NAME: Sara Penn				
950	chard & Jerden, Inc. East Paces Ferry Road NE				PHONE (AC. No. Ext): 404-238-9090 (AC. No. 204-261-5440				
Sui	te 2000			ADDRESS: Shamlin@	pjins.com				
Atte	enta GA 30326-1384				INSURER(S) AFFORDING COVERAGE.				
					INSURER A : Continental Casualty Company 204				
INSURED OASIS-1					INSURGER B : Travelers				
	sis Management Systems, Inc. vn Ibert				INSURER C : STATE AUTO PROP & CAS INS CO 25127				
	20 Lake Pointe Ctr Dr Ste A				INSURER D :				
	mming GA 30041				INSURER E :	Q. 1000 00 00 00 00 00 00 00 00 00 00 00 0			
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	Okaloosa County Board of 602-C N. Pearl St Crestview FL 32536	Com	mis	sioners	SHOULD. THE EXPIRATION ACCORDANCE WIT	DATE THE	EREOF, NOTICE WILL BE D	LLED BEFORE	

# PROCUREMENT/CONTRACT/LEASE INTERNAL COORDINATION SHEET

Procurement/Contract/Lease Number: 48-20 T3D Tracking Number: 4111-20							
Procurement/Contractor/Lessee Name: Grant Funded: YES NO							
Purpose: Commissay: Fiduciary managenest Services							
Date/Term: 3485 W 214 Resewals 1. A GREATER THAN \$100,000							
Department #: 10 2 4 K  2.   GREATER THAN \$50,000							
Account #: 342910  3. \$\Pi\$ \$50.000 OR LESS							
Amount: - nevenue 52-53%							
Department: COR Dept. Monitor Name: Esmand							
Purchasing Review							
Procurement or Contract/Lease requirements are met:  Date: 8-26-2020  Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jesica Darr, Angela Etheridge							
2CFR Compliance Review (if required)							
Approved as written: Approved as written: Approved as written:							
Grants Coordinator Danielle Garcia							
Risk Management Review							
Approved as written: See enacl allacted  Date: 8-272020							
Risk Manager or designee Edith Gibson or Karen Donaldson							
County Attorney Review							
Approved as written: See small attacks 982000							
County Attorney Lynn Hoshihara, Kerry Parsons or Designee							
Approved as written:							
Date:							

27. Representation of Authority to Contractor/Signatory. The individual signing this Agreement on behalf of Contractor represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. The signatory represents and warrants to the County that the execution and delivery of this Agreement and the performance of the Services and obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the Contractor and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the day and year first written above.

OASIS MANAGEMENT SYSTEMS,	Smith TITLE: Usu
Signature  Signature  Smith  Print Name	TITLE: CFO
ATTEST:	OKALOOSA COUNTY, FLORIDA
J.D. Peacock II. Clerk of Courts	BY: Robert A "Trev" Goodwin III Chairman



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/31/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(iee) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on

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#### **DeRita Mason**

From:

Kerry Parsons

Sent:

Tuesday, September 8, 2020 8:23 AM

To:

DeRita Mason

Cc:

Lynn Hoshihara; Lisa Price

Subject:

Re: Oasis Draft Contract-RFP 48-20

This is approved for legal sufficiency.

If you would not mind sending other contracts for review to kparsons@ngnlaw.com it would be much appreciated. That way I can keep them all in one location instead of in multiple email accounts. Thanks! Kerry

Kerry A. Parsons Chief Assistant County Attorney Okaloosa County, Florida

From: DeRita Mason

Sent: Wednesday, August 26, 2020 2:37:32 PM

To: Kerry Parsons

Cc: Lynn Hoshihara; Lisa Price

Subject: Oasis Draft Contract-RFP 48-20

Good afternoon,

Please see the attached contract for your review.

It was previously approved under Summit, however, we couldn't reach terms with them, therefore we are awarding to the 2<sup>nd</sup> place vendor.

Lynn-you were in on these talks with Summit.

We need to get this on the 15th agenda.

Thank you,

#### DeRita Mason



DeRita Mason

#### **DeRita Mason**

E.	-	m	
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Lisa Price

Sent:

Thursday, August 27, 2020 7:16 AM

To:

DeRita Mason

Subject:

RE: Oasis Draft Contract-RFP 48-20

This is approved for insurance purposes.

Thanks!

Lisa Price
Public Records & Contracts Specialist
302 N Wilson Street, Suite 301
Crestview, FL. 32536
(850) 689-5979
lprice@myokaloosa.com



Due to Florida's very broad public records laws, most written communications to or from county employees regarding county business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: DeRita Mason <dmason@myokaloosa.com>

Sent: Wednesday, August 26, 2020 2:38 PM
To: Kerry Parsons < kparsons@myokaloosa.com>

Cc: Lynn Hoshihara < lhoshihara@myokaloosa.com>; Lisa Price < lprice@myokaloosa.com>

Subject: Oasis Draft Contract-RFP 48-20

Good afternoon,

Please see the attached contract for your review.

It was previously approved under Summit, however, we couldn't reach terms with them, therefore we are awarding to the 2<sup>nd</sup> place vendor.

Lynn-you were in on these talks with Summit.

We need to get this on the 15th agenda.

Thank you,

DeRita Mason



# **Board of County Commissioners Purchasing Department**

State of Florida

Date: August 14, 2020

#### OKALOOSA COUNTY PURCHASING DEPARTMENT NOTICE OF AWARD RFP COR 48-20

Commissary and Fiduciary Management Services for Okaloosa County Corrections Department

Okaloosa County would like to thank all businesses which submitted responses to Commissary and Fiduciary Management Services for Okaloosa County Corrections Department. (RFP COR 48-20)

After in-depth examination of all responses in accordance with the County's Purchasing Manual, the County announces its intent to award the contract/purchase order to the following:

Oasis Management Systems, Inc. 5320 Lake Pointe Ctr. Dr., Ste. A Cumming, GA 30041

Any person/entity desiring to file a procurement protest must meet all the standards and criteria in accordance with Section 31 of the Okaloosa County Purchasing Manual. Failure to file a protest within the time prescribed in Section 31.02 of the Okaloosa County Purchasing Manual, shall constitute a waiver of protest proceedings.

Voice: (850) 689-5960

Fax: (850) 689-5970

Respectfully,

Purchasing Manager



Department of State / Division of Corporations / Search Records / Search by Entity Name /

# **Detail by Entity Name**

Foreign Profit Corporation
OASIS MANAGEMENT SYSTEMS, INC.

**Filing Information** 

**Document Number** 

F15000000653

**FEI/EIN Number** 

58-2092411

Date Filed

02/17/2015

State

GA

**Status** 

**ACTIVE** 

**Principal Address** 

4206 Arnold Avenue Naples, FL 34102

Changed: 05/21/2020

**Mailing Address** 

5320 LAKE POINTE CTR DR STE A

CUMMING, GA 30041

Registered Agent Name & Address

Wild, Mark

3550 Westview Drive #108

Naples, FL 34104

Name Changed: 01/09/2018

Address Changed: 01/10/2017

Officer/Director Detail

Name & Address

Title P

EVANCHO, MIKE 5320 LAKE POINTE CTR DR STE A CUMMING, GA 30041

Title V

SMITH, GARY 5320 LAKE POINTE CTR DR STE A CUMMING. GA 30041

#### **Annual Reports**

Report Year	Filed Date
2018	01/09/2018
2019	01/07/2019
2020	01/03/2020

#### **Document Images**

01/03/2020 ANNUAL REPORT	View image in PDF format
01/07/2019 ANNUAL REPORT	View image in PDF format
01/09/2018 ANNUAL REPORT	View image in PDF format
01/10/2017 ANNUAL REPORT	View image in PDF format
07/19/2016 ANNUAL REPORT	View image in PDF format
02/17/2015 Foreign Profit	View image in PDF format

Florida Department of State, Division of Corporations



CONTRACT#: C21-2995-COR
OASIS MANAGEMENT SYSTEM, INC.
COMMISSARY & FIDUCIARY MANAGEMENT SVS
FOR OKALOOSA COUNTY DEPT OF CORRECTIONS
EXPIRES: 09/30/2023 W/2 1 YR RENEWALS

#### AGREEMENT BETWEEN OKALOOSA COUNTY, FLORIDA AND OASIS MANAGEMETN SYSTEMS, INC.

THIS AGREEMENT (hereinafter referred to as the "Agreement") is made this 6th day of October , 20 20 , by and between Okaloosa County, a political subdivision of the state of Florida, (hereinafter referred to as the "County"), with a mailing address of 1250 N. Eglin Parkway, Suite 100, Shalimar, Florida, 32579, and Oasis Management Systems, Inc., a Foreign Profit Corporation authorized to do business in the State of Florida, whose mailing address is 5320 Lake Pointe Ctr., Dr., Ste. A., Cumming, GA 30041 (hereinafter referred to as "Contractor") whose Federal I.D. # is 58-2092411.

#### RECITALS

WHEREAS, the County is in need of a contractor to provide Commissary & Fiduciary Management Services for Okaloosa County Department of Corrections ("Services"); and

WHEREAS, pursuant to the Okaloosa County Purchasing Manual, the County issued a Request for Proposals (RFP) to competitively procure the Services and received responses to perform these Services. A copy of the procurement and Contractor's response to the procurement is included as Attachment "A"; and

WHEREAS, Contractor is a certified and insured entity with the necessary experience to provide the desired Services; and

WHEREAS, the County wishes to enter into this Agreement with Contractor to provide the Services to the County for a commission rate of 52% when commissary net sales fall between \$0-\$840,000.00 and 53% when commissary net sales are \$840,00.01 & higher.

NOW THEREFORE, in consideration of the promises and the mutual covenants herein, the parties agree as follows:

1. Recitals and Attachments. The Recitals set forth above are hereby incorporated into this Agreement and made part hereof for reference. The following documents are attached to this Agreement and are incorporated herein.

Attachment "A" - Procurement RFP COR 48-20 and Contractor's Response;

Attachment "B" - Insurance Requirements;

Attachment "C" - Title VI list of pertinent nondiscrimination acts and authorities:

Attachment "D" - Scrutinized Companies Certification;

2. Services. Contractor agrees to perform the following services:

□ Provide the most up to date Generally Accepted Accounting Principles (GAAP) LOCKDOWN<sup>TM</sup> banking software on County-owned server and virtual server (back-up) to meet criteria specified in Scope of Services, Attachment A

Provide operable Booking Manager Kiosk

Provide operable Swipe at Booking system

Provide (1) one new operable Lobby Kiosk

Provide interface capability between LOCKDOWN™ and County jail management system

Provide interface capability between LOCKDOWN<sup>TM</sup> and inmate telecommunication system

Provide inmates a County approved menu of products priced and sold at fair market value, in accordance with Accreditation criteria

Ensure an order fill rate of 98% or higher

Deliver inmate commissary orders by 12:00 p.m. on Wednesday and Thursday every week

Provide inmate Debit Release Cards at no cost to the County and in accordance with cost schedule submitted in Contractor's proposal

Provide inmates the opportunity to order via an automated interface with

telecommunication devices: inmate kiosk/monitor, phone or tablet

Provide method for web deposits and online family ordering

Provide County approved inmate Care Packages for friends and family to send inmates

Provide customer support 24 hours a day, 7 days a week and 365 days a year Provide ongoing and unlimited training, as needed by the County, to operate the banking software system

Provide indigent kits containing 1 Letter Pad, 1 Mechanical #2 Pencil, 8 Stamped Envelopes for \$7.42 per kit.

#### 3. Corresponding Fees. Contractor Agrees to the following corresponding fees:

Hardware	Fees
Deposit Kiosk	<ul> <li>Cash Transaction: \$3.25</li> <li>Credit Card Transaction (up to \$32.50): \$3.25</li> <li>Credit Card Transaction (\$20.01 and up): 10% of deposit</li> </ul>
Booking Kiosk	<ul> <li>Cash Transactions: \$0.00</li> <li>Credit Card Transaction (up to \$32.50): \$3.25</li> <li>Credit Card Transaction (\$20.01 and up): 10% of deposit</li> </ul>
Web Deposits	<ul> <li>Credit Card Transaction (up to \$32.50): \$3.25</li> <li>Credit Card Transaction (\$20.01 and up): 10% of deposit</li> </ul>
Debit Card Release	<ul> <li>No fee for first 24 hours</li> <li>After first 24 hours, \$2.50 a week</li> </ul>
Online Care Pack Orders	\$5.95 service fee per order

The Services to be provided are further detailed in the Contractor's proposal attached as Attachment "A" and incorporated herein by reference. The Services shall be performed by

Contractor to the full satisfaction of the County. Contractor agrees to have a qualified representative to audit and inspect the Services provided on a regular basis to ensure all Services are being performed in accordance with the County's needs and pursuant to the terms of this Agreement and shall report to the County accordingly. Contractor agrees to immediately inform the County via telephone and in writing of any problems that could cause damage to the County. Contractor will require its employees to perform their work in a manner befitting the type and scope of work to be performed.

4. <u>Term and Renewal</u>. The term of this Agreement shall begin October 1, 2020, and shall continue for a period of three (3) years from the date of full execution of this Agreement, subject to the County's ability to terminate in accordance with Section 7 of this Agreement. The terms of Section 20 entitled "Indemnification and Waiver of Liability" shall survive termination of this Agreement.

This agreement may be renewed upon mutual written agreement of the parties for a period of up to two (2) one (1) year renewals.

- 5. <u>Compensation</u>. The Contractor agrees to provide the Services to the County, including materials and labor, in accordance with costs fees associated with commissary and fiduciary Services defined in Attachment "A".
  - a. Invoice. Contractor shall submit an invoice to the County upon completion of weekly commissary orders and once per month for fees collected at the lobby kiosk. The invoice shall indicate that all services have been completed for that invoice period. In addition, Contractor agrees to provide the County with any additional documentation requested to process the invoices.
  - b. Disbursement. Check one:

$\boxtimes$	There are no reimbursable expenses associated with this Agreement.
	The following are reimbursable expenses associated with this Agreement:

- c. Payment Schedule. Invoices received from the Contractor pursuant to this Agreement will be reviewed by the initiating County Department. Payment will be disbursed as set forth above. If services have been rendered in conformity with the Agreement, the invoice will be sent to the Finance Department for payment. Invoices must reference the contract number assigned by the County after execution of this Agreement. Invoices will be paid in accordance with the State of Florida Local Government Prompt Payment Act.
- d. Availability of Funds. The County's performance and obligation to pay under this Agreement is contingent upon annual appropriation for its purpose by the County Commission.

Contractor shall make no other charges to the County for supplies, labor, taxes, licenses, permits, overhead or any other expenses or costs unless any such expenses or cost is incurred by Contractor with the prior written approval of the County. If the County disputes any charges on the invoices, it may make payment of the uncontested amounts and withhold payment on the contested amounts until they are resolved by agreement with the Contractor. Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

- 6. Ownership of Documents and Equipment. All documents prepared by the Contractor pursuant to this Agreement and related Services to this Agreement are intended and represented for the ownership of the County only. Any other use by Contractor or other parties shall be approved in writing by the County. If requested, Contractor shall deliver the documents to the County within fifteen (15) calendar days.
- 7. <u>Insurance</u>. Contractor shall, at its sole cost and expense, during the period of any work being performed under this Agreement, procure and maintain the minimum insurance coverage required as set forth in Attachment "B" attached hereto and incorporated herein, to protect the County and Contractor against all loss, claims, damages and liabilities caused by Contractor, its agents, or employees.

#### 8. Termination and Remedies for Breach.

- a. If, through any cause within its reasonable control, the Contractor shall fail to fulfill in a timely manner or otherwise violate any of the covenants, agreements or stipulations material to this Agreement, the County shall have the right to terminate the Services then remaining to be performed. Prior to the exercise of its option to terminate for cause, the County shall notify the Contractor of its violation of the particular terms of the Agreement and grant Contractor sixty (60) days to cure such default. If the default remains uncured after sixty (60) days the County may terminate this Agreement, and the County shall receive a refund from the Contractor in an amount equal to the actual cost of a third party to cure such failure. If Contractor fails, refuses or is unable to perform any term of this Agreement, County shall pay for services rendered as of the date of termination.
  - i. In the event of termination, all finished and unfinished documents, data and other work product prepared by Contractor (and sub-Contractor (s)) shall be delivered to the County and the County shall compensate the Contractor for all Services satisfactorily performed prior to the date of termination, as provided in Section 4 herein.
  - ii. Notwithstanding the foregoing, the Contractor shall not be relieved of liability to the County for damages sustained by it by virtue of a breach of the Agreement by Contractor and the County may reasonably withhold payment to Contractor for the purposes of set-off until such time as the exact amount of damages due the County from the Contractor is determined.

- b. Termination for Convenience of County and Vendor. The County or Vendor may, for its convenience and without cause immediately terminate the Services then remaining to be performed at any time by giving written notice. The terms of Section 7 Paragraphs a(i) and a(ii) above shall be applicable hereunder.
- c. Termination for Insolvency. The County also reserves the right to terminate the remaining Services to be performed in the event the Contractor is placed in either voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors.
- d. Termination for failure to adhere to the Public Records Law. Failure of the Contractor to adhere to the requirements of Chapter 119 of the Florida Statutes and Section 9 below, may result in immediate termination of this Agreement.
- 9. Governing Law, Venue and Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any dispute or controversy arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder shall be brought exclusively in the First Judicial Circuit in and for Okaloosa County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. In the event it becomes necessary for the County to file a lawsuit to enforce any term or provision under this Agreement, then the County shall be entitled to its costs and attorney's fees at the pretrial, trial and appellate levels. BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the County pursuant to Section 768.28, Florida Statutes.
- 10. <u>Public Records</u>. Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119. Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:
  - a. Keep and maintain public records required by the County to perform the service.
  - b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
  - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.

d. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 302 N. WILSON ST., CRESTVIEW, FL 32536 PHONE: (850) 689-5977 <a href="mailto:riskinfo@myokaloosa.com">riskinfo@myokaloosa.com</a>.

- 11. <u>Audit.</u> The County and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the Contractor with the terms, conditions, obligations, limitations, restrictions, and requirements of this Contract and such right shall extend for a period of three (3) years after termination of this Contract.
- 12. Notices. All notices and other communications required or permitted to be given under this Agreement by either party to the other shall be in writing and shall be sent (except as otherwise provided herein) (i) by certified mail, first class postage prepaid, return receipt requested, (ii) by guaranteed overnight delivery by a nationally recognized courier service, or (iii) by facsimile with confirmation receipt (with a copy simultaneously sent by certified mail, first class postage prepaid, return receipt requested or by overnight delivery by traditionally recognized courier service), addressed to such party as follows:

If to the County:	Eric Esmond, Director 1200 East James Lee Boulevard Crestview, FL 32539 850-689-5690 eesmond@myokaloosa.com	With a copy to: County Attorney Office 1250 N. Eglin Pkwy, Suite 100 Shalimar, FL 32579 (850) 224-4070
If to the Contractor:	Oasis Management Systems, Inc. Gary Smith 5320 Lake Pointe Ctr., Dr., Ste. A Cumming, GA 30041 770-889-9191 oasis@oasiscommissary.com	

- 13. <u>Assignment</u>. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the County.
- 14. <u>Subcontracting.</u> Contractor shall not subcontract any services or work to be provided to County without the prior written approval of the County's Representative. The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. The County's acceptance of a subcontractor shall not be unreasonably withheld. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. Additionally, any subcontract entered into between the Contractor and subcontractor will need to be approved by the County prior to it being entered into and said agreement shall incorporate in all required terms in accordance with local, state and Federal regulations.
- 15. <u>Civil Rights.</u> The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.
- 16. <u>Compliance with Nondiscrimination Requirements</u>. During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest, agrees as follows:
  - a. <u>Compliance with Regulations</u>: The Contractor will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated and attached hereto as Attachment "C".
  - b. Nondiscrimination: The Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
  - c. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

- d. <u>Information and Reports:</u> The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County or other governmental entity to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the County or the other governmental entity, as appropriate, and will set forth what efforts it has made to obtain the information.
- e. <u>Sanctions for Noncompliance</u>: In the event of a Contractor's noncompliance with the nondiscrimination provisions of this contract, the County will impose such contract sanctions as it or another applicable state or federal governmental entity may determine to be appropriate, including, but not limited to:
  - i. Withholding payments to the Contractor under the Agreement until the Contractor complies; and/or
  - ii. Cancelling, terminating, or suspending the Agreement, in whole or in part.
- f. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the County may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the County to enter into any litigation to protect the interests of the County. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
- 17. Compliance with Laws. Contractor shall secure any and all permits, licenses and approvals that may be required in order to perform the Services, shall exercise full and complete authority over Contractor's personnel, shall comply with all workers' compensation, employer's liability and all other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer performing services such as the Services, and shall make all reports and remit all withholdings or other deductions from the compensation paid to Contractor's personnel as may be required by any federal, state, county, or municipal law, ordinance, rule, or regulation.
- 18. <u>Conflict of Interest.</u> The Contractor covenants that it presently has no interest and shall not acquire any interest, directly or indirectly which could conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall knowingly be employed by the Contractor. The Contractor guarantees that he/she has not offered or given to any member of, delegate to the Congress of the United States, any or part of this contract or to any benefit arising therefrom.

- 19. <u>Independent Contractor</u>. Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor or any of Contractor's employees look to the County as his/her employer, or as partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to the County's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Agreement.
- 20. Third Party Beneficiaries. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.
- 21. Indemnification and Waiver of Liability. The Contractor agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the County, its agents, representatives, officers, directors, officials and employees from and against claims, damages, losses and expenses (including but not limited to attorney's fees, court costs and costs of appellate proceedings) relating to, arising out of or resulting from the Contractor's negligent acts, errors, mistakes or omissions relating to professional Services performed under this Agreement. The Contractor's duty to defend, hold harmless and indemnify the County, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury; sickness; disease; death; or injury to impairment, or destruction of tangible property including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes or omissions related to Services in the performance of this Agreement including any person for whose acts, errors, mistakes or omissions the Contractor may be legally liable. The parties agree that TEN DOLLARS (\$10.00) represents specific consideration to the Contractor for the indemnification set forth herein.

The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions.

22. Taxes and Assessments. Contractor agrees to pay all sales, use, or other taxes, assessments and other similar charges when due now or in the future, required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the County in accordance with this Agreement. Contractor further agrees that it shall protect, reimburse and indemnify County from and assume all liability for its tax and assessment obligations under the terms of the Agreement.

The County is exempt from payment of Florida state sales and use taxes. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual

obligations with the County, nor is the Contractor authorized to use the County's tax exemption number in securing such materials.

The Contractor shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

23. Prohibition Against Contracting with Scrutinized Companies. Pursuant to Florida Statutes Section 215.4725, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Contractors must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the County's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria after July 1, 2018.

Any contract entered into or renewed after July 1, 2018 shall be terminated at the County's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. Contractors must submit the certification that is attached to this agreement as Attachment "D". Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If the Contractor does not demonstrate that the County's determination of false certification was made in error, then the County shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 215.4725.

- 24. <u>Inconsistencies and Entire Agreement.</u> If there is a conflict or inconsistency between any term, statement, requirement, or provision of any attachment attached hereto, any document or events referred to herein, or any document incorporated into this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given superior effect and priority over any conflicting or inconsistent term, statement, requirement or provision contained in any other document or attachment, including but not limited to Attachments listed in Section 1.
- 25. Severability. If any term or condition of this Contract shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Contract shall remain in full force and effect. This Contract shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.
- 26. Entire Agreement. This Agreement contains the entire agreement of the parties, and may be amended, waived, changed, modified, extended or rescinded only by in writing signed by the party against whom any such amendment, waiver, change, modification, extension and/or rescission is sought.

27. Representation of Authority to Contractor/Signatory. The individual signing this Agreement on behalf of Contractor represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. The signatory represents and warrants to the County that the execution and delivery of this Agreement and the performance of the Services and obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the Contractor and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the day and year first written above.

**OASIS MANAGEMENT SYSTEMS, INC.:** 

Signature

TITLE: OF

GARY L. Smith Print Name

ATTEST:

J.D. Peacock II, Clerk of Courts

OKALOOSA COUNTY, FLORIDA

Robert A. "Trey" Goodwin. III, Chan

SEAL

## Attachment "A" Respondent's Proposal

# Attachment "A" Respondent's Proposal



# REQUEST FOR PROPOSALS ("RFP") & RESPONDENT'S ACKNOWLEDGEMENT

RFP TITLE: Commissary and Fiduciary Management Services for Okaloosa Department	County Corrections	RFP NUMBER: RFP COR 48-20	
Department			
ISSUE DATE:	April 20,	2020	
PRE-PROPOSAL MEETING:	May 4,	2020	2:00 P.M. CST
LAST DAY FOR QUESTIONS:	May 18,	2020	3:00 P.M. CST
RFP OPENING DATE & TIME:	May 21,	2020	3:00 P.M. CST
NOTE: PROPOSALS RECEIVED AFTER THE PROPOSAL OPENING DAT	E & TIME WILL NOT I	BE CONSIDERED.	
Okaloosa County, Florida solicits interested parties to submit a proposal on the terms, specifications and conditions set forth in this RFP must be incorporated in have been met. All proposals must have an authorized signature in the space proposal set. "RFP Title," "RFP Number," and the "RFP Due Date & Time." Okaloosa Corpostal Service or other delivery services used by the Respondent. Neither faxed not be withdrawn for a period of ninety (90) days after the proposal opening unloading the control of the proposal opening unloading the control of the proposal opening unloading the pr	nto your response. A pro ovided below. All envelo ounty is not responsible nor electronically subm	posal will not be acc pes containing seale for lost or late delive	epted unless all conditions d proposals must reference ry of proposals by the U.S.
RESPONDENT ACKNOWLEDGEMENT FORM BELOW MUST BE COPROPOSAL. PROPOSALS WILL NOT BE ACCEPTED WITHOUT THE RESPONDENT.  COMPANY NAME  MAILING ADDRESS  5300  Lake Pointe	DMPLETED, SIGNED, HIS FORM, SIGNED	AND RETURNED BY AN AUTHORI	AS PART OF YOUR ZED AGENT OF THE
MALLING ADDRESS SON EGIRE TO !! WE		The M	
CITY, STATE, ZIP Comming th 3	IPOC		
FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): 58	1146206		
TELEPHONE NUMBER: 770.889.9191 EXT: _	FAX:	770.8	89 3690
EMAIL: 03515 (000) Stan	1.Com		
I CERTIFY THAT THIS PROPOSAL IS MADE WITHOUT PRIOR UNDERST RESPONDENT SUBMITTING A PROPOSAL FOR THE SAME MATERIA RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO A AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS PROPOSAL FO AUTHORIZED SIGNATURE:	ALS, SUPPLIES, EQUI ABIDE BY ALL TERMS OR THE RESPONDENT TYPED OR	PMENT OR SERVE SAND CONDITION	ICES AND IS IN ALL
TITLE: CFO, VP	5-15-20		

Rev: September 22, 2015

#### NOTICE TO RESPONDENTS RFP COR 48-20

Notice is hereby given that the Board of County Commissioners of Okaloosa County, FL, will accept sealed proposals until 3:00 P.M. (CST) May 21, 2020, for Commissary and Fiduciary Management Services furnished to the Okaloosa County Board of County Commissioners Corrections Department.

Interested Respondents desiring consideration shall provide one (1) original and one (1) thumb drive of their Request for Proposals (RFP) response with the Respondent's proposal. Submissions shall be portrait orientation, unbound, and 8 ½" x 11" where practical. Font shall be 12 point and Respondents are limited to forty (40) pages, excluding the required forms.

All originals must have original signatures in blue ink.

Proposal documents are available for download by accessing the Okaloosa County website at http://www.co.okaloosa.fl.us/purchasing/home then accessing the link "View Current Solicitations" or by accessing the Florida Purchasing Group website at https://www.bidnetdirect.com/florida

A non-mandatory pre-proposal meeting will be held at 2:00 P.M. (CST), May 4, 2020 via tele-conference at 850-306-2101, wait for dial-tone, then dial 6966 #.#.

Submittals must be delivered to the Okaloosa County Purchasing Department at the address listed below no later than 3:00 P.M. (CST), May 21, 2020 in order to be considered. All proposals received after the stated time and date will be returned unopened and will not be considered. All submittals must be in sealed envelopes reflecting on the outside thereof "Commissary and Fiduciary Management Services for Okaloosa County Corrections Department". Failure to clearly mark the outside of the envelope as set forth herein shall result in the submittal not being considered.

The County reserves the right to award to the firm submitting a responsive proposal with a resulting negotiated agreement that is most advantageous and in the best interest of Okaloosa County, and to waive any irregularity or technicality in proposals received. Okaloosa County shall be the sole judge of the resulting negotiated agreement that is in its best interest and its decision will be final.

NOTE: Crestview, FL is not a next day guaranteed delivery location by most delivery services. Respondents using mail or delivery service assume all risk of late or non-delivery.

All submittals should be addressed as follows:
Commissary and Fiduciary Management Services for Okaloosa County Corrections Department
RFP COR 48-20
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, FL 32536

urchasing Manager

04/16/2020

OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS

Trey Goodwin Chairman

#### PROPOSAL #: RFP COR 48-20

**PROPOSAL ITEM:** Commissary and Fiduciary Management Services for Okaloosa County Corrections Department

#### INTRODUCTION

The purpose of this Request for Proposal is to establish a contract for providing a full-range of County Corrections Department commissary services, from ordering inventory to delivery of products to the inmates; and fiduciary management services for the inmate population of the Okaloosa County Board of County Commissioners Corrections Department (the County) in the most cost effective manner possible. Services will be provided at no cost to the County.

The County operates one facility at the following location: Okaloosa County BCC, Corrections Department 1200 E. James Lee Boulevard Crestview, FL 32539

#### **BACKGROUND**

To date, the County is housing over seven hundred (700) inmates. The original jail was built in 1962 and was renovated in 1991. The Upstairs housing area contains 46 inmate beds. The Downstairs (ground floor) housing area contains 36 inmate beds. The Bravo Pod, constructed in 1982, contains 82 inmate beds. The Alpha Pod, constructed in 1985, contains 78 inmates beds. The Charlie Pod (female housing) and Echo Pod were built in 1991-1992. Each of these pods contains 116 inmate beds. Delta Pod was constructed in 2003 and contains 120 beds.

Okaloosa County Department of Corrections Performance Statistics

		Actual FY2014	Actual FY2015	Actual FY2016	Actual FY2018	Proposed FY2019	
Input	Total # of Bookings	7,925	7,544	8,106	7,979	8,536	
Output	Total Jail Days Required	227,201	237,322	280,569	272,014	266,290	

#### **OBJECTIVES**

To deliver high-quality commissary goods and services to the inmates housed at the County jail facility.

To provide the County with a computerized program and a trust fund accounting system, meeting the specifications and addresses the accounting needs of the facility.

To operate the total commissary services program to include fiduciary management services and the trust fund accounting system in a cost-effective manner and at no cost to the County.

To maintain an open and collaborative relationship with the administration and staff of the facility as well as any other agencies and departments.

To maintain a market price philosophy with regard to the retail selling price of the commissary items to the inmates.

To contract with one vendor who can supply and will maintain ownership of all the required services, software, hardware, and maintenance.

Ability to track and report all transactions by inmate that occurs with an inmate's individual trust fund account.

It is the County's desire to have the costs related to the total Commissary Operation, which includes fiduciary management services and the trust fund accounting system, be covered in the selling prices of the commissary products to the inmates. Additionally the County desires a return of profit to the Inmate Welfare, also known and Prisoner Benefit Funds. The County also desires to have the prices of the commissary items fall within a reasonable market/price philosophy.

The County wishes to have the term of the contract begin October 1, 2020 and run for three (3) years. There will be an option for two (2) one (1) year renewals with mutual agreement of all partes.

#### RFP TIME SCHEDULE

ACTIVITY	DATE (subject to change)
Committee Review	April 14, 2020
Advertise (30 days)	April 20, 2020
Pre-Proposal Meeting and Site Survey	May 4, 2020 2:00 P.M. CST Via Tele-Conference
Questions from potential proposers due	May 18, 2020 3:00 P.M. CST
Issue Addendum (if necessary)	May 22, 2020
Proposal Response Due	May 21, 2020 @: P.M. CST
Review Committee Meeting	June 9, 2020
Short List Announcement	June 11, 2020
Oral Presentation/Demonstration with Responses	Week of June 22, 2020
Committee Evaluation/Selection	Week of June 22, 2020
Intent to Award	June 26, 2020
Board Approval by	July 21, 2020
Transition Begins	August 1, 2020
Transition Complete	September 21, 2020

#### SCOPE OF WORK AND SERVICES REQUIRED

The Contractor shall provide commissary services to the inmates at least two (2) times per week, for the entire inmate population. Deliveries of completed orders shall arrive one (1) day after orders are sent.

Individual inmate commissary orders are to be delivered in clear perforated, plastic bags with tamperproof seals. There should be two (2) copies of the order receipt sealed within the bag. The receipt should contain the following information:

- Inmate Name;
- Inmate Location:
- Inmate ID number;
- Items and Quantities Ordered:
- Total of Order and 6.5% FL sales tax;
- Beginning Balance (if applicable);
- Ending Balance (if applicable);
- 2 signature lines; and
- Packing list per delivery batch.

Orders should be packaged in clearly marked boxes with the appropriate building, pod, or day room the orders are to be distributed to. Provide credits for missing commissary items from the inmate commissary orders in a timely manner.

The Contractor and County personnel will meet and mutually agree upon the items to be carried on the commissary menu. After the initial meeting, NO ITEMS ARE TO BE OFFERED WITHOUT THE WRITTEN PERMISSION OF THE DEPARTMENT DIRECTOR or DESIGNEE. It will be the responsibility of the Contractor to keep the County current of new products that are available.

The Contractor shall make available for purchase by all gender-specific inmates, commissary items including, but not limited to: hygiene products, writing materials, ethnic products, snacks, food, games, and clothing selections. The purpose of a large variety of commissary items is to make available all required items through the commissary thus reducing the possibility of contraband entering the facility from family members. No items may be added, deleted or have change in brands, packaging or sizes without mutual agreement between the Contractor and the Corrections Department.

Items offered through the Commissary must meet the following specifications:

- Food items shall be wrapped/packaged and dated for individual consumption;
- All containers shall be made of non-breakable materials;
- All consumable products shall contain no alcohol i.e. mouthwash, etc.; and
- Provide only name brand products; no private label brands will be allowed except as agreed upon by the Department Director or Designee.

The Contractor should be aware; the facility does not currently use microwaves in the housing units. The County is willing to entertain proposed solutions for the initial placement and replacement supply of microwaves in addition to valid solutions to prevent inmates from destroying microwaves and overcoming limitations of facility power capacity.

The Contractor shall maintain sufficient inventory levels at the Contractor's location in order to limit shortages and/or backorders. The Contractor's qualifications to meet this requirement will be evaluated, based on the ability of a Contractor to handle the demands of commissary products ordered by the inmates. The Contractor shall not substitute and should have an order fill rate of 98% or better. After the initial startup two (2) month period, failure to maintain a minimum of 98% completed fill rate on an average basis for a six (6) month period may be cause for cancellation.

The inmate population of the facility is not static and changes very rapidly (increases and decreases in population). The County requires the 98% completed fill rate level of performance to reduce the number of credits and accounting problems for inmates that have been released during the order processing. The Contractor must provide

a method of handling "restocking or returned orders" for those orders that were sent but the inmate was released prior to receiving the order. The County may require a site inspection of the vendor's facilities before awarding a contract. Based on the results of this site inspection, the County may withdraw the contract award if the County feels the vendor's facility is too small or inadequate to properly service the commissary as required by this RFP.

The County reserves the right to determine the final retail selling prices to the inmates. It is the County's objective to maintain a competitive retail pricing philosophy with regard to the retail selling price of the commissary items to the inmates. The Contractor shall conduct an annual pricing survey to evaluate the "fair market" pricing for Okaloosa County. In the event of a request for adjustment in any contract unit price, the Contractor shall notify the Okaloosa County Corrections Department in writing, of the adjustment in any of the contract unit prices and the effective date with documentation justifying said adjustment.

The contractor shall submit a report to the Okaloosa County Correction's Department and the County Clerk of Court Finance Unit on a weekly basis which will detail and total the amount of sales for the week. This amount will balance with the fiduciary services clerk's total. The Contractor shall have the capability to present the Correction's Department with a detailed report at any given time.

The following information is provided to assist participating Contractors in responding to this RFP:

- The Average Daily Population: 719 as of 2/24/2020
- Frequency of commissary: Two (2) times per week (to each inmate)
- Spending Limit per order: \$85.00/order for food items (subject to change)
- Hot Water Allowed: NO
- Percentage of Female inmates: 17%
- Average monthly commissary sales: ~\$52,000
- Microwaves: 0.
- Smoking allowed?: NO
- Average number of orders per week: 500

#### FIDUCIARY MANAGEMENT SERVICES

The vendor will describe in detail the procedures for managing the day-to-day operations of the trust fund account transactions and the monthly reconciliation and reporting process. This proposal should ensure that appropriate controls are in place to safeguard against fraudulent activity by all parties.

#### COMPUTERIZED TRUST FUND ACCOUNTING SYSTEM

The Contractor must provide a computerized Trust fund accounting system adhering to Generally Accepted Accounting Principles (GAAP) and capable of being audited by the Okaloosa County Corrections Department and the Okaloosa County Clerk of Court or a County External Auditor. The offeror shall guarantee that all inmate commissary funds are handled, accounted for and safely kept in accordance with the highest standards for commissary services and trust fund management. Offeror shall ensure all necessary controls are made part of the proposal. This system must be reconciled with the bank balance on a daily basis. This is a trust fund. Therefore the balance of the system after all outstanding deposits and withdrawals have been accounted for will be zero. The bank balance shall always agree with the total of individual inmate's balance on record. If applicable: the Contractor will absorb any costs related to the maintenance of the bank account i.e. service charges, checks, and deposit slips and the bank account must be protected by a positive pay or sure pay feature. The County currently uses the Lockdown Resident Banking System Version 2019 – Custom by Tech Friends Inc. Due to interfaces built between applications, the County may give preference to Contractors utilizing the same financial software.

The Offeror will provide examples of all financial reports available from their system. A sample package of the reports required to demonstrate cash to system reconciliation at the end of the month should be provided for review. If applicable, an organizational chart will be provided to the County indicating which staff members have a role in managing and reconciling the inmate trust fund. This is needed to ensure sufficient internal controls are in place to reduce the liability associated with fraud by all parties involved with the inmate trust fund. If the separation of duties proposed by Contractor does not appear to provide sufficient internal control, the Contractor must be open to recommended changes presented by Okaloosa County Corrections Department or the External Auditor. A procedure will be established to fund the cost of the indigent inmate items without this cost remaining as a liability in the accounting system.

#### SOFTWARE AND HARDWARE REQUIREMENTS

Contractor must demonstrate the flexibility of their proposed computer system and variety of configurations. This should include integration with existing systems and platforms currently compatible with, multiple work stations (LANS) stand alone systems, etc.

The proposed resident banking software should provide for an accurate, cashless accounting of all resident monies, expenses, and purchases. At a minimum, it must contain all of the features and reporting included in the request for proposal.

#### Software capabilities minimum requirements are as follows:

- Complete Inmate Trust Fund banking system;
- General ledger with automatic dual accounting posting;
- General ledger reporting for all ledger accounts;
- Date specific reports for all ledger accounts;
- Provide for a trial balance to be run at any time;
- Fiscal year maintenance with end of month reporting;
- Allow for year-end fiscal adjustments to be entered prior to closing the fiscal year;
- Checkbook reconciliation with multiple checkbook capabilities;
- Resident bail module complete with reports section;
- Resident receivable module complete with reports section;
- Automatic check writer with MICR check writing;
- Positive pay or sure pay module to transmit check information to the bank;
- Provide for an automatic checkbook reconciliation that provides for an accurate cash balance after accounting for all outstanding items;
- Receivable invoicing with complete account receivable module and reporting to include an invoice
  generated at release at a facility defined time which fit into a window envelope;
- Provide for a multiple release module to release a group of residents on the same check with appropriate report;
- Commissary inventory module with reports section;
- Resident property module with reports section;
- Indigent tracking and accounting module, which includes the ability to establish a quantity of indigent packs individually for each resident, based upon monetary and time criteria to be determined by the facility. A method of reimbursement for these indigent packs must be proposed without the need to carry as a liability in the system;
- The system must allow for debt to be collected based upon a percentage of incoming funds to be determined by the facility;
- The system allows for collected funds to be applied to debts either by priority, percentage, or both as defined by the facility;
- The system must always be in balance within the general ledger;
- Provide reports on cash drawer balancing and balance history;
- Provide reports on commissary orders, order rejections, commissary sales, and products offered.
- Provide reports of frozen resident accounts or accounts with administrative holds or other facility designated restrictions;
- Provide account summaries (both individual and facility) including transaction history;
- Provide for Escheating/Reclamation of checks automatically in the system;
- Provide for reports on all checkbook activity by operator defined criteria;
- Provide reports based on user definable date time periods (fiscal/calendar year, quarterly, monthly, weekly, daily, shift, etc.);
- Provide for inactivity maintenance to include reporting and reclamation of monies;
- Provide for resident intake, release, and population reporting;
- Allow for multiple checkbooks to be set up in the software;
- Provide for facility and operator log reports:

- Provide for the ability to perform automated group charges by Corrections Department designated criteria;
- Allow for the classification of residents for the purpose of precluding charges being made on those accounts;
- Allow for the assignment of a facility designated permanent number to each resident;
- Allow for reports to be run on both the permanent number and booking number for each resident;
- Allow for the primary booking number to be modified when errors occur in resident identification:
- Allow for specific deductions to be assigned to individual accounts with an automatic collection per facility designated criteria;
- Allow for the input of resident address and phone contact information for the purposes of generating invoices and receiving payments for debt after resident release;
- 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 Corrections Department;
- All software upgrades are installed at the time of release; and
- The vendor will provide information regarding the data backup and restoration procedures in the case of a hardware failure. In addition the vendor will provide information regarding initial and ongoing virus protection provided by the vendor.

#### The vendor must provide details regarding hardware:

- List of hardware to be provided (all hardware must be new);
- Vendor's hardware support staff for the facility:
- Maintenance schedule for proposed equipment;
- 24/7 support;
- The vendor should provide information related to other hardware peripherals which are available from vendor. These peripherals should be integrated with the vendor's software;
- The vendor should provide the costs associated with acquiring the proposed peripheral devices;
- Hardware should sufficient to run proposed software at an effective and efficient level; and
- Contractor must provide all network equipment required to communicate between workstations and server.
   Okaloosa County will provide communication closet space and conduit to all locations that workstations and servers will reside.

#### Technical expertise minimum requirements are as follows:

- Contractor must employ their own (in-house systems support staff, programming staff, and training personnel;
- A trained staff must be available to answer user support issues, available 24 hours a day, 365 days per year;
- Provide a written background of all technical support staff, including education, experience, and years with your firm; and
- Staff should have PROVEN systems integration experience, including connections to local and wide area networks.

#### In addition to commissary management services, the County is requesting the following:

Currently in-pod kiosks, mobile kiosks, a booking kiosk, and a lobby kiosk are placed throughout the facility. The financial software and commissary ordering interfaces with the kiosks provided by the telecommunication vendor, Securus Inc.

- The software running the kiosk system to manage all inmate financial transactions based on the County's requirements;
- Respondents are to provide samples of financial reports; and
- The County will work with awarded Respondent if more detailed reporting is required.
- Based on our site survey this will include the following quantities of kiosks:
  - o 1 Mobile Kiosk
  - o 1 Booking Kiosk
  - o 1 Lobby Kiosk

#### Kiosks are to provide the following features and services:

• Fund deposit services: To include web, phone, credit card deposits (including in booking by the inmate);

- Full financial system to include bonding transactions, money order deposits, credits, debits, indigent orders, and meet industry standard banking security requirements;
- Inmate Commissary ordering: Ability for inmates to initiate and complete orders on their own with a picture based ordering system. Ability for inmates to look up available balance information via the kiosk. Must also include instruction in English and Spanish at a minimum, additional languages are preferred;
- Facility based information accessible for the inmates to help reduce frequently asked questions like court dates, attorney information, bonding information, inmate rules, etc.
- Inventory control system: Management, ordering, and reporting capabilities;
- Money released via debit card;
- Administration and contain a feature to generate reports;
- Security: Features to positively identify inmates for all transactions (bar code identification is acceptable, but furnishing of arm bands or bar codes will be at the expense of the provider);
- Ability to manage percentages of deposits if inmates accrue a debit balance, to allow for a percentage to still be used to order items from commissary;
- 80% of commissary items offered for sale are to be name brand products. Contractor must include a proposed commissary order list which compares to our existing for verification; and
- Indigent inmates will be provided with an indigent kit upon booking. The inmate's canteen account will be debited for the bag and the cost will be recouped when and if the inmates receive money deposited into his/her account. The commissary will track those inmates who receive these bags and credit the funds back to Okaloosa County Corrections Department after the inmate receives a deposit into their account.

#### PROFIT/LOSS

Under the terms of this award, it is understood that the Contractor operates the total commissary services operation for its own account, retaining all profits, with the exception of the commission paid to the County, and absorbing all losses. It is further understood that there is no guarantee of inmate numbers or total sales under this contract. The County does not guarantee in any way a profit to the Contractor. The cost of checks, deposit slips, and debit cards are to be taken from proceeds.

#### NOTICES AND AGENTS

Any and all notices permitted or required to be given herein shall be deemed duly given:

- Upon actual delivery (if delivery is by hand); or
- Upon receipt by the transmitting party of confirmation or answer back if delivery is by telecopy or telegram; or
- Upon deposit into the United States mail if delivery is by postage prepaid registered or certified return receipt requested mail.

Each such notice shall be sent to the respective party at their regular business address or to any other address as the respective party may designate by notice delivered pursuant hereto.

#### **STAFFING**

The County currently employs a Commissary Operator and Inmate Programs Manager who are responsible for all supervision of the total commissary services operation. The Contractor may propose its assigned employees and responsibilities, and demonstrate a cost benefit to the County to allow the Contractor responsibility for all supervision of the total commissary services operation.

All employees of the Contractor, who may perform work at the Okaloosa County Corrections Department, must successfully pass a background investigation, drug screen, and all other requirements as outlined by the Okaloosa County Corrections Department at Contractor's expense. The County reserves the right to require the Contractor to remove and replace any of their employees for just cause. Okaloosa County Corrections Department requires review of personnel files for employees before hired for our facility.

All employees of the Contractor shall be required to adhere to all Okaloosa County Corrections Department rules, regulations, policies and procedures and must attend orientation/training at the contractor's expense.

The Contractor shall submit a staffing chart for the overall operation, indicating the actual staffing levels they propose to provide. It shall include title, job description, and number of full time staff.

#### REPORTS, RECORDS, ACCESS

The contractor shall keep full and accurate records of all sales, and inmate trust funds, etc. and shall be made accessible at all times to the Okaloosa County Corrections Department administration and the County of Clerk of Court external auditing firm. It is a mandatory requirement that the contractor must be available to meet with the external auditor on a yearly basis to answer any questions relating to the inmate trust fund account and management.

Any and all records shall be subject to an on-site inspection at any time by the Okaloosa County Corrections Department Administration and the County of Clerk of Court's external auditing firm.

The contractor must provide to the Okaloosa County Corrections Department Administration reports as specified by the Okaloosa County Corrections Department Director or the Okaloosa County Corrections Department External Auditor.

#### SAFETY AND SECURITY

The Contractor and its entire staff shall be required to work closely with the Okaloosa County Corrections
Department personnel to insure the safety of all employees and safety conditions of the commissary services area.

The Contractor shall demonstrate, within their proposal, knowledge of correctional safety and security by including an explanation of training programs given their employees which are designed for correctional institutions.

In order to assure the safety of all persons, both within and without the Okaloosa County Corrections Department, it shall be the responsibility of the Contractor's staff to report to Okaloosa County Corrections Department officers any actions or alleged actions of the facility population which would violate any policy or procedure of the Okaloosa County Corrections Department.

Any employee of the contractor violating rules with respect to contraband, messages, bribes, contact, or committing any other inappropriate actions shall be immediately reprimanded, suspended, or terminated by the contractor. The proper action shall be coordinated with the Okaloosa County Corrections Department Administration and depending on the serious nature of the incident. The Contractor shall surrender then to the proper authorities for appropriate criminal action if necessary.

#### OWNER OBLIGATIONS

The County will not provide space to the Contractor for storage, operating space or space in general.

#### RESPONSIBILITIES OF CONTRACTOR

- Provide computer, hardware, and software for use at the facility for the term of the contract.
- Software will be kept updated as new software versions are available.
- Provide training to County and external auditing staff on the operation of the contractors system and the activity and fiduciary reports produced by the system.
- Maintain a 98% order fill rate.
- Provide commissary delivery two (2) times per week.
- Package each individual order off-site in clear, perforated bags with tamper-proof seals.
- Completed orders must be delivered the next day, ready to distribute to inmates. The contractor will be
  responsible for delivery. Each order must be accompanied by a packing list per batch and a receipt in each
  order.
- Provide commissary delivery carts.

- Must have a method for handling damaged/shortages by either refunds at the County site or replacements the next day following delivery.
- Must provide 24 hour help line.
- Work with County to adjust commissary schedules for holidays.
- Package and supply indigent kits.
- Comply with all requirements of this RFP.
- The Contractor agrees to permit the County to examine, inspect, and have access to the books, records, papers, meters, equipment, and facilities, at all reasonable and proper times, with respect to the operation of the commissary services program in order to assure that each of the provisions of this agreement are being performed in a manner satisfactory to the Owner. The covenant applies locally and at the Contractor's Corporate Home Office.
- The Contractor will provide the owner, a complete and acceptable written Standard Operation Procedure Manual for the commissary services activities.
- The Contractor will at all times maintain an adequate staff of employees on duty for the efficient operation of a total commissary services operation.
- All contractor employees will possess appropriate State of Florida licenses, certifications or permits to perform the commissary services activity they are involved with. All Contractor employees will be appropriately dressed and present a neat, professional appearance. All Contractor employees will be physically fit for the duties to be performed, including good vision and hearing. All Contractor employees will be trained on the operation of correctional commissary services program by the Contractor prior to the assignment of said employee to said facilities. The Owner reserves the right to refuse approval of employment and to order termination of any employee or prospective employee or employees of the Contractor. The Contractor will replace any employee when requested to do so by the Owner.
- The Contractor will bear any loss resulting from dishonest acts on the part of its employees. The contractor will also bear the cost of any bank charges related to the trust fund account
- The Contractor and its employees will be responsible for reporting, in writing, any unusual events that may occur to the Owner via Okaloosa County Corrections Department.
- The Contractor may be required to meet with the Okaloosa County Corrections Department or the County Clerk of Court Finance unit, or external auditing staff at such place and time as designated by the County to solve problems and to initiate any change in operations for improvement of the commissary or fiduciary services operation.
- If applicable to the final contract, the Contractor and its assigned employees will be responsible for all supervision of the total commissary services operation.
- The Contractor will provide to the Okaloosa County Corrections Department Director for approval a written plan for key control and equipment control before commencing with said contract.
- No alterations will be made on the premises nor will additional partitions or fixtures be installed in said premises without the written consent of the County.
- The Contractor will not remove or permit the removal from the premises of any of the fixtures and equipment owned by the Owner nor will it remove any equipment furnished by the Contractor to replace County's equipment lost, damaged, or destroyed.
- No signs, pictures, bulletins, advertisements, or notices of any kind will be painted, inscribed, or affixed to any part of the premises or any part of the building until said signs, advertisements, or notices are

submitted to the County and approved in writing by the Okaloosa County Corrections Department Director.

- The Contractor will not permit gambling or unlawful practices of any kind on the premises.
- No alcoholic, spirituous, vinous, or fermented beverages will be stored, permitted, or sold on the premises. This will include liquors, malts, brewed beverages, and wine.
- The Contractor agrees to incur the cost for all commissary services purchased from other vendors as a
  result the Contractor's failure to provide adequate service for a temporary period as determined by the
  County during the term of this award. This also includes any bank surcharges for the inmate trust fund
  bank account.
- Contractor shall accept no responsibility for security at the Okaloosa County Corrections Department or for the custody of any inmate at any time, such responsibility being solely that of the Okaloosa County Corrections Department.
- The Contractor shall be responsible for purchasing, receiving, storage and inventory control of all items necessary for uninterrupted service and for sufficient quantities to meet the needs of inmates.
- The Contractor shall be responsible for assuring that the correct merchandise is ordered and that deliveries are made to correspond with appropriate schedules and security measures. Okaloosa County Corrections Department Administration may require advance notification of deliveries.
- The Contractor shall be responsible for providing printed order forms and current listing of items offered.

#### OPTIONAL SERVICES WHICH MAY BE INCLUDED IN THE OFFEROR'S PROPOSAL

Note: Inability to offer any optional services is not a factor for disqualification. All proposals will be considered based on the vendor's ability to provide commissary and fiduciary service.

#### **Packages**

In addition to approved commissary items, the vendor should describe any booking packages, holiday packages or other specialty packages offered and delivered with same delivery schedule and commission rate.

#### **Automated Resident Payment Services**

The vendor will describe any automated resident automated payment options which may be available to the facility. This should include literature and service requirements and detail any costs to Okaloosa County Corrections Department. The proposed payment options must be fully integrated with the resident banking software owned, written, and supported by the client. Vendors will be required to provide references where these are installed.

#### **Cost Recovery Components**

The vendor must describe in detail the capabilities of the proposed system implement an effective cost recovery program. The vendor will provide information regarding how other facilities have implemented a cost recovery program and the projected financial impact this will have to Okaloosa County Corrections Department. The Offeror will provide examples of other facilities within the state of Florida who have implemented similar cost recovery programs.

#### **Automated Resident Collection Services**

The vendor must list any automated collection services that they have to offer and detail any costs that are associated with this service. They must include the capability of providing a booking unit kiosk that allows residents to secure their own funds at the time of booking. The capability of providing a lobby kiosk that allows the public to add funds to an inmate financial account without the assistance of Okaloosa County employees.

#### **Automated Self Service Solutions**

The vendor must list any self service solutions that they have to offer and detail any costs that are associated with this service. The solutions must be funded through the commissary operation. They must include the capability of providing a housing unit kiosk that allows residents to access their account history and place commissary orders.

The housing kiosk unit must have the capability to process resident orders and the vendor must provide an integrated solution that allows the facility staff to respond electronically.

#### **Additional Services**

The vendor will provide highlights of additional services or offerings available from the vendor which will benefit Okaloosa County Corrections Department. The vendor will describe the services and the benefits that will be derived from implementing the proposed services. The vendor will only submit services and software products that are currently available and in use at another correctional facility. The vendor will include any costs associated with the additional hardware or services.

#### PRICE SCHEDULE

The prices quoted should separate the cost(s) to the County for applicable supplies and applicable labor.

Specify the market cost for commissary items the Contractor proposes to sell the inmates.

Specify the commission rate.

Disclose all banking fees assessed to the County, inmates and external users.

#### **EVALUATION OF PROPOSALS**

In evaluating the proposals, the County reserves the right to accept or reject all or any part of any proposal, waive minor technicalities, and award the contract to the Offeror deemed to best serve the interests of the County; and adopt any part or all of a proposal if it is judged in the best interests of the County.

Each proposal will be evaluated on the content of the Offeror's proposal, i.e., the burden of information clarification and research rests solely on each Offeror's effort and will be considered a reflection of interest and efficiency.

During the review process, the review committee shall have the right to request from Offerors any other information or evidence which it deems necessary for evaluation of the proposal and relevant to any one or more of the stated evaluation factors. The failure of an Offeror to promptly provide such requested information or evidence shall be sufficient grounds for determining the Offeror to be non-responsive and for rejection of the proposal.

The County reserves the right to contact an Offeror for clarification of information submitted, to contact references, and to use other sources of obtaining information regarding the Offeror that is deemed appropriate and would assist in the evaluation.

Proposals which, after discussion and submission of additional clarification and/or supplementary information, are determined to meet the specifications of the Request for Proposal will be classified as "acceptable". Proposals found not to be acceptable will be classified as "unacceptable" and no further discussion concerning same will be conducted.

#### **EVALUATION CRITERIA**

The County intends to award a contract resulting from this Request for Proposal to the responsive and responsible Offeror whose proposal is determined to be the most advantageous to the County taking into consideration the evaluation factors set forth herein; however, the right is specifically reserved to reject any and all proposals. The County shall be the sole judge of whether or not a proposal meets the requirements of this Request for Proposal.

Proposals will be reviewed and evaluated by the review committee based upon the evaluation factors which are listed below in the order of their relative importance:

1. Overall qualifications and experience of the firm in correctional facilities. Successful prior experience performing projects similar in scope and volume. Qualifications and experience of the proposer's personnel who will be assigned to the project. Reputation for business ethics and history of fulfillment of contractual

obligations. Feedback from References. Consideration will be given to Offerors who have delivery warehouses within closest range (25%).

- 2. Capabilities of the Inmate Trust Fund Accounting Software provided by Proposer; and completeness of reporting and accounting capabilities (25%).
- 3. Commission Rate/Other Revenue or Cost associated with products and services described in the scope of work (20%).
- 4. Proposal content and its responsiveness to the RFP. Demonstrated understanding of the scope and objectives, technical approach and work plan (15%).
- 5. Technical capability of Proposer to train and support software and total commissary services (15%).

#### BASIS FOR AWARD

An award resulting from this request shall be awarded to the responsive and responsible offeror whose proposal is determined to be most advantageous to the County, taking into consideration cost and the evaluation factors set forth herein; the right is reserved to reject any and all proposals received and in all cases, the County will be the sole judge as to whether an offeror's proposal has or has not satisfactorily met the requirements of this RFP.

An evaluation committee has been established in order to review and evaluate all proposals submitted in response to this Request for Proposal. The committee shall conduct a preliminary evaluation of all responsive technical proposals. Based upon this review, the cost proposals of the highest rated offeror(s) will be reviewed.

Based on the results of the preliminary evaluation, the highest rated offeror(s) may be invited by the Procurement Officer to make oral presentations to the Review Committee. This committee will then conduct a final evaluation of the offerors. The Review Committee shall then negotiate a proposed contract with the highest qualified offeror. At the time the proposed contract is negotiated, the offeror and the Review Committee may negotiate any changes desired in the Request for Proposal if deemed in the best interest of the County. If a satisfactory proposed contract cannot be negotiated with the highest qualified offeror, negotiations will be formally terminated. Negotiations shall then be undertaken with the second most qualified offeror and so on. The Review Committee will make appropriate recommendation(s) to Okaloosa County Board of County Commissioners prior to actual award of contract.

#### ORAL PRESENTATIONS

Each offeror who submits a response to this Request for Proposal *may* be required to make an oral presentation of the submitted proposal to the County. Such presentations provide an opportunity for the offeror to clarify the proposal, to insure mutual understanding, and will in no way change the offeror's original proposal. Subsequent travel expense by the offeror will be at the offeror's expense.

Offerors are advised that, in the event of receipt of an adequate number of proposals, which in the opinion of the Purchasing Manager require no clarifications and/or supplementary information, such proposals may be evaluated without further discussion. Hence, proposals should be submitted initially on the most complete and favorable terms from a technical standpoint which offerors are capable of submitting to the County. Should proposals submitted require additional clarification and/or supplementary information, offerors should be prepared to submit such additional clarification and/or supplementary information, in a timely manner, when so requested.

#### CONTRACTING

Upon award of the proposal, this document and the successful offeror's proposal, including all correspondence, supporting documents and completed forms, shall become part of the contract. All written communications between the County and the successful offeror after the proposal opening may also be incorporated into the contract.

#### **AMENDMENTS**

All amendments to and interpretations of this solicitation shall be in writing. The County shall not be legally bound by any amendment or interpretation that is not in writing. Only information supplied by the County in writing or in this RFP should be used in preparing offeror responses. All contacts that an offeror may have had before or after

receipt of this RFP with any individuals, employees, or representatives of the County and any information that may have been read in any news media or seen or heard in any communication facility regarding this proposal should be disregarded in preparing responses.

#### COUNTY RESPONSIBILITY TO PROPOSAL

This Solicitation does not commit the County to award a contract, to pay any costs incurred in the preparation of a proposal, or to procure or contract for the articles of goods or services. The County reserves the right to accept or reject any or all proposals received as a result of this request, or to cancel in part or in its entirety this proposal if it is in the best interest of the County to do so. If the proposal fails to conform to the essential requirements of the RFP, the County alone will be the judge as to whether that variance is significant enough to consider the RFP non-responsive and therefore not considered for award.

#### **TERMINOLOGY**

The terminology used and the organization of the RFP are not intended to be restrictive in any way. Appropriate interpretation of the intent of the RFP should be made by the offeror in these situations.

#### PROHIBITION OF SOLICITATION OR ACCEPTANCE OF GIFTS

Section 112.313 of the Florida Statutes states, in part, no public officer, employee of an agency, local government attorney, or candidate for nomination or election shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the public officer, employee, local government attorney, or candidate would be influenced thereby.

#### PROPRIETARY/CONFIDENTIAL INFORMATION

Trade secrets or proprietary information submitted by an offeror in connection with a procurement transaction shall not be subject to public disclosure under the Freedom of Information Act; however, the offeror must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state reasons why protection is necessary. Disposition of material after award is made should be stated by the offeror. No information, materials or other documents relating to this procurement will be presented or made otherwise available to any other person, agency, or organization until after award.

All offerors must visibly mark as "Confidential" each part of their proposal which they consider to contain proprietary information. All unmarked pages will be subject to release in accordance with the guidelines set forth under Florida public record statute 119. Privileged and confidential information is defined as "information in specific detail not customarily released to the general public, the release of which might cause harm to the competitive position of the part supplying the information." The examples of such information provided in the statute are:

- 1. Customer lists:
- 2. Design recommendations and identification of prospective problem areas under an RFP;
- 3. Design concepts, including methods and procedures;
- 4. Biographical data on key employees of the offeror.

Evaluative documents predecisional in nature such as inter or intra-agency memoranda containing technical evaluations and recommendations are exempted so long as the contract award does not expressly adopt or incorporate the inter- or intra-agency memoranda reflecting the predecisional deliberations.

MARKING YOUR ENTIRE PROPOSAL CONFIDENTIAL/PROPRIETARY IS NOT IN CONFORMANCE WITH THE FLORIDA PUBLIC RECORDS STATUTE.

#### OWNERSHIP OF MATERIAL

All proposals submitted in response to this document become the property of the County. Proposals submitted may be reviewed and evaluated by any person(s) at the discretion of the County upon award of contract. Ownership of all data, material and documentation originated and prepared for the County pursuant to this contract shall belong exclusively to the County. Offerors not awarded a contract under this solicitation, may request return of excess copies of their proposals within thirty (30) days after notification of award is mailed. All cost of returns will be paid by the offeror. If Federal Express, UPS, or other shipping number is not received with request, all excess copies will be destroyed.

#### DISCUSSIONS/NEGOTIATIONS

By submission of a proposal, offeror agrees that during the period following issuance of the RFP and prior to final award of contract, offeror shall not discuss this procurement with any party except the Purchasing Officer or other parties that may be designated in this solicitation. Offeror shall not attempt to discuss with or attempt to negotiate with the using agency/department, any aspects of the procurement without prior approval of the Purchasing Office.

#### MINIMUM QUALIFICATIONS

The County reserves the right to determine whether Offerors have the minimum qualifications to perform a contract of this type. The determination by the County concerning Offeror qualifications shall be final.

#### GENERAL SERVICES INSURANCE REQUIREMENTS – w/CYBER LIABILITY

#### CONTRACTORS INSURANCE

- 1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and the certificate of insurance has been approved by the Okaloosa County Risk Manager or designee.
- 2. All insurance policies shall be with insurers authorized to do business in the State of Florida and having a minimum rating of A, Class X in the Best Key Rating Guide published by A.M. Best & Co. Inc.
- 3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
- 4. With the exception of Workers' Compensation policies, the County shall be shown as an Additional Insured with a Waiver of Subrogation on the Certificate of Insurance.
- 5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Contractor.
- 6. The County reserves the right at any time to require the Contractor to provide copies of any insurance policies to document the insurance coverage specified in this Agreement.
- 7. Any subsidiaries used shall also be required to obtain and maintain the same insurance requirements as are being required herein of the Contractor.
- 8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered a breach of contract.

#### WORKERS' COMPENSATION INSURANCE

- 1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.
- 2. Contractor must be in compliance with all applicable State and Federal workers' compensation

laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.

- 3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.
- 4. A Waiver of Subrogation is required to be shown on all Workers Compensation Certificates of Insurance.

#### **BUSINESS AUTOMOBILE LIABILITY**

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 (One Million Dollars) combined single limit each accident. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

#### COMMERCIAL GENERAL LIABILITY INSURANCE

- 1. The Contractor shall carry Commercial General Liability insurance against all claims for Bodily Injury, Property Damage and Personal and Advertising Injury caused by the Contractor.
- 2. Commercial General Liability coverage shall include the following:
  - 1.) Premises & Operations Liability
  - 2.) Bodily Injury and Property Damage Liability
  - 3.) Independent Contractors Liability
  - 4.) Contractual Liability
  - 5.) Products and Completed Operations Liability
- **3.** Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

#### **CYBER LIABILITY**

The Contractor shall carry Cyber Liability insurance coverage for third party liability. Coverage will include ID Theft Monitoring, Credit Monitoring (if necessary) & Notification. Coverage must be afforded for negligent retention of data as well as notification and related costs for actual or alleged breaches of data.

#### PROFESSIONAL LIABILITY and/or ERRORS AND OMMISSIONS LIABILITY

Coverage must be afforded for Wrongful Acts. Contractor must keep insurance in force until the third anniversary of expiration of this agreement or the third anniversary of acceptance of work by the County.

#### INSURANCE LIMITS OF LIABILITY

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

1.	Workers' Compensation	<u>LIMII</u>
	1.) State	Statutory
	2.) Employer's Liability	\$500,000 each accident
2.	Business Automobile	\$1,000,000 each accident
		(A combined single limit)
3.	Commercial General Liability	\$1,000,000 each occurrence
		Bodily Injury & Property Damage
		\$1,000,000 each occurrence Products and completed operations
4.	Personal and Advertising Injury	\$1,000,000 each occurrence
5.	Cyber Liability	\$1,000,000 per claim
6.	Professional Liability (E&O)	\$1,000,000 per claim

#### NOTICE OF CLAIMS OR LITIGATION

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Contractor's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

#### INDEMNIFICATION & HOLD HARMLESS

Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.

#### CERTIFICATE OF INSURANCE

- 1. Certificates of insurance indicating the project name and number and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
- 2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day prior written notice of cancellation; ten (10) days' prior written notice if cancellation is for nonpayment of premium.

- 3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice to the County. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
- 4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
- 5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
- 6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection.
- 7. All deductibles or self-insured retentions (SIRs), whether approved by Okaloosa County or not, shall be the Contractor's full responsibility.
- 8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

#### **GENERAL TERMS**

Any type of insurance or increase of limits of liability not described above which, the Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.

Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered breach of contract.

The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.

Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Contractor hereby waives all rights of subrogation against Okaloosa County and its employees under all the foregoing policies of insurance.

#### EXCESS/UMBRELLA INSURANCE

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an EXCESS/UMBRELLA insurance policy. In all instances, the combination of primary and EXCESS/UMBRELLA liability coverage must equal or exceed the minimum liability insurance

limits stated in this Agreement. An Excess liability policy must be submitted indicating which policy it applies to.

#### GENERAL PROPOSAL CONDITIONS

#### PRE-PROPOSAL ACTIVITY

Except as provided in this section, Respondents are prohibited from contacting or lobbying the County, County Administrator, Commissioners, County staff, and Selection Committee members, or any other person authorized on behalf of the County related or involved with the solicitation. All inquiries on the scope of work, specifications, additional requirements, attachments, terms and general conditions or instructions, or any issue must be directed in writing, by US mail or email to:

Okaloosa County Purchasing Department 5479A Old Bethel Road Crestview, FL 32536 Email: dmason@myokaloosa.com (850) 689-5960

All questions or inquiries must be received no later than the last day for questions (reference RFP & Respondent's Acknowledgement form). Any addenda or other modification to the RFP documents will be issued by the County five (5) days prior to the date and time of closing, as a written addenda distributed to all prospective Respondents by posting to the Florida Online Bid System (Florida Purchasing Group) and the Okaloosa County Web Site.

To access the Florida Online Bid System go to: https://www.bidnetdirect.com/florida to access the Okaloosa County Web Site go to: http://www.co.okaloosa.fl.us/purchasing/current-solicitations.

Such written addenda or modification shall be part of the proposal documents and shall be binding upon each Respondent. Each Respondent is required to acknowledge receipt of any and all addenda in writing and submit with their proposal. No Respondent may rely upon any verbal modification or interpretation.

#### PREPARATION OF PROPOSAL

The proposal form is included with the proposal documents. Additional copies may be obtained from the County. The Respondent shall submit originals and bid forms in accordance with the public notice.

All blanks in the proposal documents shall be completed by printing in ink or by typewriter in both words and numbers with the amounts extended, totaled and the proposal signed. A proposal price shall be indicated for each section, proposal item, alternative, adjustment unit price item, and unit price item listed therein, or the words "No Proposal," "No Change," or "Not Applicable" entered. No changes shall be made to the phraseology of the form or in the items mentioned therein. In case of any discrepancy between the written amount and the numeric figures, the written amount shall govern. Any proposal which contains any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for which shall in any manner fail to conform to the conditions of public notice inviting proposals may be rejected.

A proposal submitted by a corporation shall be executed in the corporate name by the president or a vice president or other corporate officer who has legal authority to sign.

A proposal submitted by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature). The official address of the partnership shall be shown below the signature.

A proposal submitted by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.

A proposal submitted by an individual shall show the Respondent's name and official address.

A proposal submitted by a joint venture shall be executed by each joint venture in the manner indicated on the proposal form. The official address of the joint venture must be shown below the signature.

All signatures shall be in blue ink. All names shall be typed or printed below the signature.

The proposal shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the form. The address and telephone # for communications regarding the proposal shall be shown.

If the Respondent is an out-of-state corporation, the proposal shall contain evidence of Respondent's authority and qualification to do business as an out-of-state corporation in the State of Florida.

#### INTEGRITY OF PROPOSAL DOCUMENTS

Respondents shall use the original Proposal documents provided by the Purchasing Department and enter information only in the spaces where a response is requested. Respondents may use an attachment as an addendum to the Proposal documents if sufficient space is not available. Any modifications or alterations to the original proposal documents by the Respondent, whether intentional or otherwise, will constitute grounds for rejection of a proposal. Any such modifications or alterations that a Respondent wishes to propose must be clearly stated in the Respondent's response in the form of an addendum to the original proposal documents.

#### SUBMITTAL OF PROPOSAL

A proposal shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to proposal and shall be enclosed in an opaque sealed envelope plainly marked with the project title (and, if applicable, the designated portion of the project for which the proposal is submitted), the name and address of the Respondent, and shall be accompanied by the proposal security and other required documents. It is the Respondent's responsibility to assure that its proposal is delivered at the proper time and place. Offers by telegram, facsimile, or telephone will NOT be accepted.

Note: Crestview is not a next day delivery site for overnight carriers.

#### MODIFICATION & WITHDRAWAL OF PROPOSAL

A proposal may be modified or withdrawn by an appropriate document duly executed in the manner that a proposal must be executed and delivered to the place where proposals are to be submitted prior to the date and time for the opening of proposals.

If within 24 hours after proposals are opened any Respondent files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material substantial mistake in the preparation of its proposal, that Respondent may withdraw its proposal, and the proposal security may be returned. Thereafter, if the work is re-proposal, that Respondent will be disqualified from 1) further purposing on the work, and 2) doing any work on the contract, either as a subcontractor or in any other capacity.

#### PROPOSALS TO REMAIN SUBJECT TO ACCEPTANCE

All proposals will remain subject to acceptance or rejection for ninety (90) calendar days after the day of the proposal opening, but the County may, in its sole discretion, release any proposal and return the proposal security prior to the end of this period.

#### CONDITIONAL & INCOMPLETE PROPOSALS

Okaloosa County specifically reserves the right to reject any conditional proposal and proposals which make it impossible to determine the true amount of the proposal.

#### **APPLICABLE LAWS & REGULATIONS**

All applicable Federal and State laws, County and municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over the project shall apply to the proposal throughout, and they will be deemed to be included in the contract the same as though they were written in full therein.

#### DISQUALIFICATION OF RESPONDENTS

Any of the following reasons may be considered as sufficient for the disqualification of a Respondent and the rejection of its proposal:

- A. Submission of more than one proposal for the same work from an individual, firm or corporation under the same or different name.
- B. Evidence that the Respondent has a financial interest in the firm of another Respondent for the same work.
- C. Evidence of collusion among Respondents. Participants in such collusion will receive no recognition as Respondents for any future work of the County until such participant has been reinstated as a qualified Respondent.
- D. Uncompleted work which in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.
- E. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of proposals.
- F. Default under previous contract.
- G. Listing of the Respondent by Local, State or Federal Government on its barred/suspended vendor list.

#### AWARD OF CONTRACT

Okaloosa County Review - A selection committee will review all proposals and will participate in the Recommendation to Award.

The contract shall be awarded to the responsible and responsive Respondent whose proposal is determined to be the most advantageous to the County, taking into consideration the price and other criteria set forth in the request for proposals. The County reserves the right to reject any and all proposals or to waive any irregularity or technicality in proposals received. The County shall be the sole judge of the proposal and the resulting negotiated agreement that is in its best interest and its decision shall be final.

Okaloosa County reserves the right to waive any informalities or reject any and all proposals, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this proposal and to accept the proposal that in its judgment will best serve the interest of the County.

Okaloosa County specifically reserves the right to reject any conditional proposals and proposals which make it impossible to determine the true amount of the proposal. Each item must be proposal separately and no attempt is to be made to tie any item or items to any other item or items.

#### DISCRIMINATION

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a proposal on a contract to provide 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 award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

#### PUBLIC ENTITY CRIME INFORMATION

Pursuant to Florida Statute 287.133, a Respondent 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 s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

#### CONFLICT OF INTEREST

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All Respondents must disclose with their proposals the name of any officer, director, or agent who is also a public officer or an employee of the Okaloosa Board of County Commissioners, or any of its agencies. Furthermore, all Respondents must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches.

Note: For Respondent's convenience, this certification form is enclosed and is made a part of the proposal package.

#### REORGANIZATION OR BANKRUPTCY PROCEEDINGS

Proposals will not be considered from Respondents who are currently involved in official financial reorganization or bankruptcy proceedings.

#### INVESTIGATION OF RESPONDENT

The County may make such investigations, as it deems necessary to determine the stability of the Respondent to perform the work and that there is no conflict of interest as it relates to the project. The Respondent shall furnish to the Owner any additional information and financial data for this purpose as the County may request.

#### **CONE OF SILENCE**

The Okaloosa County Board of County Commissioners has established a solicitation silence policy (Cone of Silence) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal proposals, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department. The period commences from the date of advertisement until award of contract.

Note: For Respondent's convenience, this certification form is enclosed and is made a part of the proposal package.

#### REVIEW OF PROCUREMENT DOCUMENTS

Per Florida Statute 119.071(1)(b)2. sealed bids, proposals, or replies received by the County pursuant to a competitive solicitation are exempt from public disclosure until such time as the County provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

#### **COMPLIANCE WITH FLORIDA STATUTE 119.0701**

The Respondent shall comply with all the provisions of section 119.0701, Florida Statutes relating to the public records which requires, among other things, that the Respondent: (a) Keep and maintain public records; (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Respondent upon termination of the contract.

#### PROTECTION OF RESIDENT WORKERS

The Okaloosa County Board of County Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verifications, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verifications. The Respondent shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. Okaloosa County reserves the right to request documentation showing compliance with the requirements.

Respondents doing construction business with Okaloosa County are required to use the Federal Government Department of Homeland Security's website and use the E-Verify Employment Eligibility Verifications System to confirm eligibility of all employees to work in the United States.

#### **AUDIT**

If requested, Respondent shall permit the County or an authorized, independent audit agency to inspect all data and records of Respondent relating to its performance and its subcontracts under this contract from the date of the contract through and until three (3) years after the expiration of contract.

#### EQUAL EMPLOYMENT OPPORTUNITY; NON-DISCRIMINATION

Respondent shall not discriminate against any employee or an applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age, familial status or handicap.

#### **NON-COLLUSION**

Respondent certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful or wrongful act, or any act which may result in an unfair advantage over other Respondents. See Florida Statute 838.22.

#### UNAUTHORIZED ALIENS/PATRIOT'S ACT

The knowing employment by Respondent or its subcontractors of any alien not authorized to work by the immigration laws is prohibited and shall be a default of the contract. In the event that the Respondent is notified or becomes aware of such default, the Respondent shall take steps as are necessary to terminate said employment with 24 hours of notification or actual knowledge that an alien is being employed. Respondent's failure to take such steps as are necessary to terminate the employment of any said alien

within 24 hours of notification or actual knowledge that an alien is being employed shall be grounds for immediate termination of the contract. Respondent shall take all commercially reasonable precautions to ensure that it and its subcontractors do not employ persons who are not authorized to work by the immigration laws.

#### CERTIFICATE OF GOOD STANDING FOR STATE OF FLORIDA

Florida Statute 607.1501 requires that all vendors who wish to do business in the State of Florida be licensed to do business through the Department of State of Florida and be in good standing with the State of Florida. As such, to do business with Okaloosa County a vendor must provide a Certificate of Good Standing with their bid/proposal package to the County. For more information on doing business in the State of Florida, please refer to the Florida Department of State. The website to register is <a href="https://dos.myflorida.com/sunbiz">https://dos.myflorida.com/sunbiz</a>.

#### ADDITIONAL REQUIRED DOCUMENTS

THE FOLLOWING DOCUMENTS SHALL BE SUBMITTED WITH THE BID PACKET. FAILURE TO SUBMIT ALL REQUIRED FORMS MIGHT RESULT IN YOUR SUBMITTAL BEING DEEMED NON-RESPONSIVE:

- A. Drug-Free Workplace Certification Form
- B. Conflict of Interest
- C. Federal E-Verify
- D. Cone of Silence Form
- E. Indemnification and Hold Harmless
- F. Company Data
- G. System Award Management Form
- H. Addendum Acknowledgement
- I. List of References
- J. Certification Regarding Lobbying
- K. Governmental Debarment & Suspension
- L. Vendors on Scrutinized Companies List
- M. Certificate of Good Standing for State of Florida-See above\*

#### DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED RESPONDENT CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3. Give each employee engaged in providing the commodities or contractual services that are under quote a copy of the statement specified in subsection 1.
- 4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under quote, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5. Impose a sanction on, or require the satisfactory participation in, drug abuse assistance or rehabilitation program if such is available in employee's community, by any employee who is convicted.
- 6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements. XI I SI

5-15 20

DATE:	212-20	SIGNATU	IRE:
	v. Dois Margement Sytom	NAME:	Gracy SnAh (Typed or Printed)
ADDRESS	Se A striologist CH. Dr.	TITLE:	CFO, VP
	Hace West Arimuna	E-MAIL:	malipracimmosicossicos
PHONE NO.:	770.889.9191		

#### CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all Respondents, must disclose if any Okaloosa Board of County Commissioner, employee(s), elected officials(s), or if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either "yes" (a county employee, elected official, or agency is also associated with your business), or "no." If yes, give person(s) name(s) and position(s) with your business.

YES	: NO: X
NAM	ME(S) POSITION(S)
***************************************	
FIRM NAME: BY (PRINTED): BY (SIGNATURE):	Ossis Mangement Systems frary Smith
TITLE:	CEO VE
ADDRESS:	5300 Cale Pointe Ctr. Dr. Comming AA 30041
PHONE NO.:	1919, 988, 000
E-MAIL :	Osis@Oasscommissery.Com
DATE:	5-15-20

#### FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

In accordance with Okaloosa County Policy and Executive Order Number 11-116 from the office of the Governor of the State of Florida, Respondent hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the Respondent during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contact to likewise utilize the U.S. Department of Homeland Securities E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation such verification to the COUNTY upon request.

As the person authorized to sign this statement, I ce the above requirements.	ertify that this company complies/will comply fully with
DATE: 5-15-20	SIGNATURE:
COMPANY: Opis Margement Systems	NAME: focus brith
ADDRESS: 5300 lake Points (+1.D.	TITLE: CFO VP
Comming 6A 3004)	
E-MAIL: Ogsis Commissay C	am .
PHONE NO.: 770.889,9191	

The Board of County Commissioners have established a solicitation silence policy (Cone of Silence) that prohibits oral and written communication regarding all formal solicitations for goods and services (ITB, RFP, ITQ, ITN, and RFQ) or other competitive solicitation between the bidder (or its agents or representatives) or other entity with the potential for a financial interest in the award (or their respective agents or representatives) regarding such competitive solicitation, and any County Commissioner or County employee, selection committee member or other persons authorized to act on behalf of the Board including the County's Architect, Engineer or their sub-consultants, or anyone designated to provide a recommendation to award a particular contract, other than the Purchasing Department Staff.

The period commences from the time of advertisement until contract award.

Any information thought to affect the committee or staff recommendation submitted after bids are due, should be directed to the Purchasing Manager or an appointed representative. It shall be the Purchasing Manager's decision whether to consider this information in the decision process.

Any violation of this policy shall be grounds to disqualify the Respondent from consideration during the selection process.

All Respondents must agree to comply with this policy by signing the following statement and including it with their submittal.

Ι	012A	representing	Obis Margament	Sylens
	Signature		Company Name	

#### INDEMNIFICATION AND HOLD HARMLESS

Respondent shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Respondent and other persons employed or utilized by the Respondent in the performance of this Agreement.

Respondent's Company Name  5300 Lake binte Ctr. D. Se A  Lemming EA 20041  Physical Address	Authorized Signature – Manual  Authorized Signature – Typed
Thysical Address	Authorized Signature – Typed
Mailing Address	Title
770,889,919) Phone Number	770.889.3690 FAX Number
770-315-5493	800-956-2747
Cellular Number	After-Hours Number(s)
5-15-20 Date	Opis Consistery: Con Email

**COMPANY DATA** 

Respondent's Company Name:	Opsis Management Systems
Physical Address & Phone #:	5300 late Point Ctr. Dr. Ste. A
	770.889 69191
Contact Person (Typed-Printed):	Gracy Smith
Phone #:	770.889.9191
Cell #:	770-315-5493
Email:	Ogsis@Ogsis Commissery, Com
Federal ID or SS #:	58-2093411
Respondent's License #:	060360230
Respondent's DUNS #:	04-089-5419
Fax #:	770.889.3690
Emergency #'s After Hours, Weekends & Holidays:	200-956-2747

(a) Definitions. As used in this provision.

"Electronic Funds Transfer (EFT) indicator" means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

"Registered in the System for Award Management (SAM) database" means that.

- (1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14) into the SAM database;
- (2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;
- (3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and
  - (4) The Government has marked the record "Active".

"Unique entity identifier" means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See <a href="https://www.sam.gov">www.sam.gov</a> for the designated entity for establishing unique entity identifiers.

- (b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.
- (2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM database.
- (c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:
  - (1) Company legal business name.
  - (2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
  - (3) Company Physical Street Address, City, State, and Zip Code.
  - (4) Company Mailing Address, City, State and Zip Code (if separate from physical).
  - (5) Company telephone number.
  - (6) Date the company was started.
  - (7) Number of employees at your location.
  - (8) Chief executive officer/key manager.
  - (9) Line of business (industry).
  - (10) Company Headquarters name and address (reporting relationship within your entity).

- (d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
  - (f) Offerors may obtain information on registration at https://www.acquisition.gov.

Offerors SAM information:

Entity Name:	Ossis Mangement Systems Inc.
Entity Address:	5330 Calle Pointe CHI. Dr. Set Comming LA 3004
Duns Number:	04-089-5419
CAGE Code:	

#### RFP COR 48-20

Acknowledgment is hereby made of the following addenda (identified by number) received since issuance of solicitation:

ADDENDUM NO.	DATE	
1	5/5/2020	
$\bigcirc$	5/20/2020	
	*	

NOTE: Prior to submitting the response to this solicitation, it is the responsibility of the Respondent to confirm if any addenda have been issued. If such addenda have been issued, acknowledge receipt by noting number(s) and date(s) above.

LIST OF REFERENCES

1.	Owner's Name and Address: Chathan County Sail
	1050 Carl Gr. Fin Dr. 5949mah, bit 31405
	Contact Person: Sher; # Wilcher Telephone # (918) 658 - 7705
	Email: Hwilche @ Chathan Canty, org
2.	Owner's Name and Address: Collier Canty Sail
	3347 Tamiam. Trail East, Raples FL 34122
	Contact Person: Wief Roberts Telephone # (239) 252 -9551
	Email: Unis. Roberts@ Colliersher: ff, org
3.	Owner's Name and Address: folgos Canty Seciffs Office
	1297 East State Rd. 78, Moore Haven, FL 33471
	Contact Person: Chief Herron Telephone # (863) 946-1600 x, 2103
	Email: Kherson@ slade Sher: H. org
4.	Owner's Name and Address: hee lasty sqil
	2501 Octiz Ne Fort Myers, FL 33905
	Contact Person: Island Eberhard Telephone # (339) 477-1700
	Email: teberhardto sheriffleoffrog
5.	Owner's Name and Address: Western Virginia Regional Jail
	5885 W. Biver Rd, Sylem, VA 24153
	Contract Person: Major West Telephone # (540) 597 - 6418
	Email: Anada, Trent @ wvaryorg

LOBBYING - 31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20

#### APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(*To be submitted with each bid or offer exceeding* \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]
- 3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1) -(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, Co

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

#### **Government Debarment & Suspension**

#### Instructions

- 1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out in accordance with these instructions.
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- 3. The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Orders 12549, at Subpart C of OMB 2 C.F.R. Part 180 and 3000.332. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- 5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- 6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in

addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

#### Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Orders 12549, Debarment and Suspension, and OMB 2 C.F.R.

Part 180, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880.

# [READ INSTRUCTIONS ON PREVIOUS PAGE BEFORE COMPLETING CERTIFICATION]

- The prospective lower tier participant certifies, by submission of this proposal, that neither it
  nor its principals is presently debarred, suspended, proposed for debarment, declared
  ineligible, or voluntarily excluded from participation in this transaction by any Federal or State
  department or agency;
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal

Printed Name and Title of Authorized Representative

5-15-20

Signature

#### VENDORS ON SCRUTINIZED COMPANIES LISTS

By executing this Certificate Oction Management Systems the bid proposer, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may disqualify the bid proper immediately or immediately terminate any agreement entered into for cause if the bid proposer is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the bid proposer has submitted a false certification, the County will provide written notice to the bid proposer. Unless the bid proposer demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the bid proposer. If the County's determination is upheld, a civil penalty shall apply, and the bid proposer will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by bid proposer.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE:

5-15-20

SIGNATURE: (

COMPANY:

105 Margenest upper

(Typed or Prin

ADDRESS:

5800 (ale binte (tr. Di

TITLE:

Comming, AA 30041

E-MAIL:

PHONE NO.:

39

# Commissary and Fiduciary Management



Response to Request for Proposal No. COR 48-20

# Okaloosa County Department of Corrections Crestview, Florida

May 28, 2020 3:00 pm

**Original** 

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May 28, 2020

Mr. Jeffrey Hyde, Okaloosa County Purchasing Department 5479A Old Bethel Road Crestview, FL 32536

Dear Mr. Hyde and Okaloosa County Department of Corrections Staff:

Oasis Management Systems is very happy to respond to the Request For Proposal COR 48-20 Commissary and Fiduciary Management for the Okaloosa County Department of Corrections due May 28, 2020. Oasis agrees to the terms and requirements of this RFP. Oasis Commissary has grown to become one of the largest provider of inmate commissary in the nation. Oasis has seven distribution centers servicing over one hundred facilities throughout the East Coast. Oasis has a reputation for maintaining high standards of customer satisfaction. Employees are checked via E-Verify before hiring and Oasis is an IMAGE certified company. Oasis will service the Okaloosa County Department of Corrections once a week from our Atlanta, GA distribution center. All orders will be delivered to the facility next day.

Oasis Management will continue to provide Okaloosa County with a level of service that is revolutionizing the corrections industry. No other commissary company can provide the level of customization or standard of customer service that Oasis Management maintains. Oasis will provide Okaloosa County Department of Corrections with all requested software and hardware; Lockdown Resident Banking Software, a deposit kiosk, a booking manager, and a debit card release system. Oasis is happy to offer our newest technology, vending machines, to Okaloosa County DOC.

Gary Smith is the point of contact and the person for any clarification or additional information and is authorized to legally obligate Oasis Management Systems. The proposal presented for the RFP is a irrevocable offer for ninety (90) business days from the date of submission. Oasis has received and acknowledges all addendums released in correspondence with this RFP.

Again, we appreciate the opportunity to present this proposal. If I can be of any further assistance, please do not hesitate to contact me.

Sincerely;

Gary Smith

CFO

Oasis Management Systems, Inc.

# **Company Information**



**Oasis Management Systems, Inc.** 

Established 1994, incorporated in Georgia Federal Identification Number: 582092411

Headquarters & Atlanta Distribution Center 5320 Lake Pointe Center Drive, Suite A Cumming, GA 30041

#### History & Experience

Mike Evancho and Gary Smith are the founders and owners of Oasis Commissary. The pair met when starting the inmate commissary division for a large, corporate conglomerate. After building a successful division, Mike and Gary decided to branch out on their own and created a company solely dedicated to inmate commissary. Oasis Commissary Services packed its first commissary order in Mike's garage in 1994. Today, Oasis Commissary has grown to operating seven distribution centers along the East Coast.

Mike and Gary are still actively involved in each of Oasis' commissary operations. Oasis was founded on the principle of providing quality and personalized service to our clients. Mike and Gary have worked diligently to build a team of corrections and business professionals that mirror Oasis' core values. Today, Oasis employs over two hundred (200) corrections trained employees. The Oasis Team that will be managing your account has a combined commissary experience of fifty years.

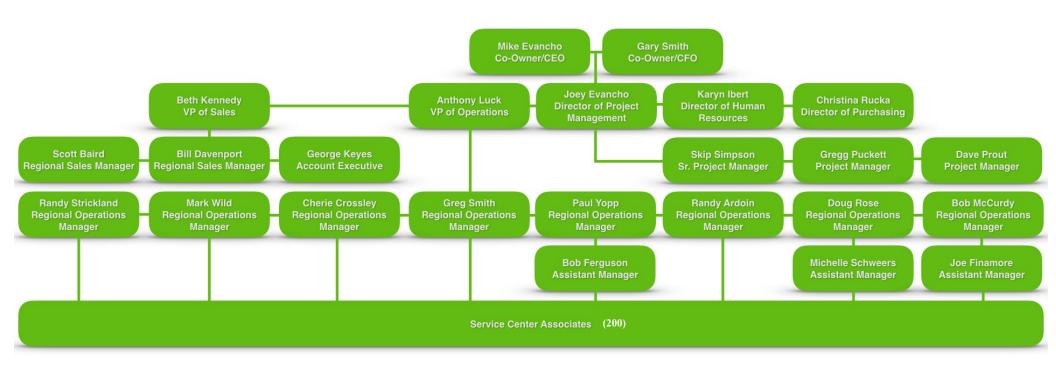
Oasis Commissary has never been bought or sold and is not for sale. Oasis is not part of a large, corporate conglomerate that may also concentrate on operating in schools, hospitals or stadiums. Quality commissary service and technology is our only line of business.

Oasis has operated under the name Oasis Management Systems, Inc. for the last 25 years and is the oldest commissary provider in the nation. Oasis has a reputation for maintaining high standards for customer satisfaction.

Oasis Commissary has **seven** distribution centers servicing our 110 clients throughout the East Coast. Oasis felt that it was vital to establish overlapping service boundaries. This means if one of our distribution centers were to suddenly become inoperable, we would be able to replicate service to your facility with no disturbance in delivery from another distribution center.



# Oasis Management Systems, Inc. Organizational Chart



## **Experience & Qualifications**



The Oasis Management Team is second to none in the commissary industry. With a combined two hundred fifty (250) years of corrections experience, our management team has spent their time focused on developing a complete and comprehensive understanding of the commissary business and the market's unique dynamics.

Oasis Management is the only commissary company in the United States with its corporate officers dedicated solely to inmate accounting, corrections technology and inmate commissary management.

#### **Personnel Assigned to Okaloosa County Department of Corrections:**

Atlanta, GA Warehouse Manager—Greg Smith Number of Warehouse Employees—Twenty (20) Director of Project Management—Joey Evancho Invoicing—Dana Hotle VP of Operations—Anthony Luck VP of National Sales—Beth Kennedy Owners of Oasis—Mike Evancho & Gary Smith

This team will be assigned to your facility for the duration of the contract term. The Oasis support team is available 24/7 to help with any issues that may arise.

Our management team has created and operated commissary programs for other companies and worked inside correctional facilities for years. This Oasis team has taken their in-depth knowledge of the commissary business and created an organization that focuses primarily on you and your inmate commissary and technology needs.

The following pages detail the experience of the individuals that will be dedicated to providing your facility the highest quality customer service available.



## **Experience & Qualifications, cont.**



#### MICHAEL EVANCHO, President

**Mike Evancho** is currently completing his 46th year in food, vending, and inmate commissary service management. Mr. Evancho's career began in 1972 with Interstate United Corporation which later merged with the Canteen Corporation. While with Canteen, Mr. Evancho held the position of District Manager of Vending Services and with the success he enjoyed in this position was made District Manager of all Vending Services and Dining Services.



In 1988, Mr. Evancho became Regional Manager of all vending, dining, catering, and food operations for the C.L. Swanson Corporation. In 1989, Mr. Evancho expanded his career into the Inmate Commissary Division of this corporation where he spent three years learning and developing all phases of the Inmate Commissary business.

In 1992, Mr. Evancho was recruited by the Service America Corporation as Director of Inmate Commissary Services. Mr. Evancho became responsible for building the company's entire inmate commissary program. Mr. Evancho began an extensive search and review of commissary software systems and became an expert in many software applications for this market.

#### GARY L. SMITH, CEO

Gary Smith graduated from the University of Georgia with a Bachelor of Business Degree in Marketing in 1987. This degree included a focus on Personal Selling and Marketing Strategy and Master of Business Administration degree at the University of Georgia. After completing his degree, Mr. Smith began his career in the position of Staff Accountant with the Service America Corporation for their Atlanta Vending District, comprised of 50 operations generating \$15 million revenues annually.



In 1990, Mr. Smith was promoted to the position of Area Accounting Manager for the metro Atlanta district. In this position, he was responsible for all financial reporting, budgeting, tracking, and accounting program development. In 1991, Mr. Smith was promoted to the position of Regional Controller with responsibilities covering a \$45 million region. As Regional Controller, Mr. Smith was responsible for the following: budgeting, strategic planning, financial analysis, new business financial approval, and financial reporting.

Mr. Smith shifted from financial to operational management in 1992 when he was promoted to the position of Manager of Inmate Commissary Services. In that position, Mr. Smith was responsible for all phases of the inmate commissary operations nationwide. Mr. Smith was the core of software maintenance, support, and control for both client and operator for the entire national network of commissary operations.

#### Creating Oasis

In 1993 Mike Evancho partnered with Gary Smith to create Oasis Management. With the financial and business they possess, Mike and Gary have developed Oasis into one of the most technologically advanced companies in this line of business. The complete management team of Oasis is recognized for its experience in commissary management. Mr. Evancho & Mr. Smith oversee operations from the Cumming, Georgia headquarters. *Today, Mr. Evancho and Mr. Smith are the nation's leading experts in the field of inmate commissary services*.

### **Experience & Qualifications, cont.**



#### ANTHONY LUCK, VP of Operations Manager

Anthony Luck came to Oasis with over fifteen years of management experience. He has extensive experience working in a retail and operations environment, as well as warehouse management. During his tenure in previous positions, Anthony revamped operational procedures. His proficiency for inventory control and increasing productivity helped Anthony excel through the ranks. Anthony also developed a very strong commitment to customer service.

Anthony joined the Oasis team in December of 2012. For two years Anthony managed our Salem, Virginia distribution center which services our western Virginia facilities. Today Anthony serves as Vice President of Operations. In



this role he is responsible for overseeing the operation of all of Oasis's distribution centers. He ensures that customer commitments are completed while upholding high standards of customer satisfaction. Anthony always keeps customer service and quality a top priority. His sense of urgency and positive attitude toward customer needs bolsters the Oasis Core Value of Customer Service.

#### BETH KENNEDY, VP of National Sales

**Beth Kennedy** attended Georgia College & State University (GCSU) and graduated Suma Cum Laude with a degree in Marketing. During her years at GCSU, Beth gained valuable marketing and sales experience interning with the Atlanta Falcons and KPMG, one of the big four accounting firms located in Atlanta, Georgia.

Beth joined the Oasis team in June of 2009 and started the Marketing Department from the ground up. She implemented new marketing strategies and completely revamped the material used by our sales team. During her time with Oasis, her responsibilities grew to include surveys, social media, sales,



event planning, proposal writing, and presenting Oasis' service and technology to potential clients. Today, Beth serves as Vice President of National Sales, leading the sales team on all new business ventures. Her open communication with clients allows Oasis to achieve optimal customer satisfaction.

#### **BILL DAVENPORT, Regional Sales Manager**

**Bill Davenport** has over 20 years of sales and customer services experience. Over these years he has honed his skills into listening to clients' needs and producing an effective solution to meet those needs.

Bill is very involved within his territory, visiting a large variety of correctional facilities in Georgia and the state of Florida. His ability to listen to client needs and deliver the highest level of customer service makes Bill a true asset to Oasis and our clients.

Bill resides in Port St. Lucie, Florida. He coordinates sales for the Oasis distribution center located in Naples, Florida and the distribution center located in Atlanta, Georgia. These regional warehouses allow a local style of management and service for our customers. This local style of management and service for our customers has been our basis for great and responsive service.



## **Experience & Qualifications, cont.**



#### GREG SMITH, Regional Operations Manager

Greg Smith joined the Oasis organization in April of 2002 as one of our Regional Operations Managers. He attended The University of Georgia where he received a degree in Business Administration. Greg coordinates operations, such as distribution and inventory, from our Atlanta Corporate Office/warehouse for facilities covering the Southeast.

Greg spent five years as a branch manager for the largest telemarketing firm in the world. Greg then worked as a Sales and Territory Manager for a Fortune 100 company for twelve years.



Today, Greg oversees the Cumming warehouse operations to ensure complete customer satisfaction. Greg trains all on-site and off-site employees, and emphasizes the importance of security in corrections. Greg trains employees on how to interact with inmates, and correct problem-resolution. His knowledge of logistics and ability to support our client base provide Oasis the fine references that continue our growth in this specialized market.

#### MIKE SCOTT, Account Executive, Retired Sheriff

**Mike Scott** is a 3rd generation native of Southwest Florida and graduated from the University of South Florida in Tampa and eventually went on to earn his MBA.

Mike retired from the Lee County Sheriff's Office, following thirty years of service over a wide variety of assignments. He holds numerous certifications in advanced law enforcement disciplines and was selected as the Class Spokesperson for his graduation from the FBI National Academy in Quantico, VA. Following a successful bid for Sheriff during the election of 2004, Mike was re-elected in 2008, 2012, and 2016; overseeing the 7th largest Sheriff's Office in Florida.



Mike decided not to seek a 5th term. In retirement, Mike joined Oasis Commissary Services as an Account Executive, where he regularly visits with clients, and assists the sales team.

#### JOEY EVANCHO, Director of Project Management

Joey Evancho joined Oasis Commissary in 2010, and now serves as the head of our Project Management Department. As the Director of Project Management, Joey Evancho manages a team of Project Managers who are responsible for the planning, implementation, and support of client projects. With dual degrees in Management and Marketing coupled with nearly a decade of project management experience, Joey has exhibited a proven ability to navigate complex projects.

Joey meets directly with our clients to help devise the appropriate technology needs along with a comprehensive strategy to implement these solutions within facilities across the country. With an emphasis on proper planning to identify project tasks and dependencies, Joey minimizes potential pitfalls that could detract from success.

### References



Oasis is very proud of the fine institutions we serve, and encourage you to contact them for a review of our service. Oasis currently provides inmate commissary service for over one hundred (100) facilities in nine (9) states.

Chatham County Jail				
Address:	1050 Carl Griffin Drive Savannah, GA 31405			
Contact Name:	Sheriff John Wilcher			
<b>Contact Telephone No.:</b>	(912) 652-7705			
Contact E-mail:	itwilche@chathamcounty.org			

A one thousand seven hundred eighty-six (1786) bed facility, utilizing Lockdown Software, four (4) booking managers, two deposit kiosks, seventy-six (76) dorm kiosks, and five hundred (500) inmate tablets with secure messaging. On-site warehouse, Oasis staff delivers to the inmates. Oasis has been servicing this account since August 1994.

Cobb County Sheriff's Office				
Address:	1825 County Services Parkway Marietta, GA 30060			
<b>Contact Name:</b>	Major Michael Williams			
Contact Telephone No.:	770-499-4329			
Contact Email:	Michael.williams@cobbcounty.org			

A two thousand (2000) bed facility, utilizing commissary ordering by inmate telephone. Cobb County is serviced from and off-site warehouse, has on-site Oasis attendant, and Oasis staff deliver to inmates. Oasis has serviced this facility since November 2014.

Collier County Jail			
Address:	3347 Tamiami Trail East Naples, FL 34122		
Contact Name:	Chief Chris Roberts		
Contact Telephone No.:	239-252-9551		
Contact Email:	Chris.Roberts@colliersheriff.org		

A nine hundred sixty-five (965) bed facility, utilizing the Lockdown Inmate Accounting Software, a deposit kiosk, booking manager, commissary ordering via inmate telephone, and debit card release. Oasis currently operates from an off-site warehouse, and Oasis Staff deliver to the inmates. Oasis has been servicing this account since February 2015.

# References, cont.



**Holmes County Jail** 

Address: 3207 Lomie Lindsey Drive

Bonifay, FL 32425

Contact Name: Inmate Accounts Tammy Bozeman

Contact Telephone No.: 850-547-4421

Contact Email: bozemant@holmescosheriff.org

A one hundred twenty-five (125 )bed facility, utilizing the Lockdown Inmate Accounting Software, a deposit kiosk, booking manager, commissary ordering via inmate telephone, and debit card release. Oasis currently operates from an off-site warehouse. Oasis has serviced this facility since May 2012.

Lee County Jail			
Address:	2501 Ortiz Avenue Fort Myers, FL 33905		
Contact Name:	Colonel Tom Eberhardt		
<b>Contact Telephone No.:</b>	(239) 477-1700		
Contact Email:	teberhardt@sheriffleefl.org		

A one thousand seven hundred fifty (1750) bed facility. Oasis has integrated with the Smart Communication kiosks to allow for commissary ordering. Oasis currently operates from an offsite warehouse, and Oasis staff deliver to the inmates. Oasis has serviced this facility since September 2019.

Glades County Sheriff's Office			
Address:	1297 East State Road 78 Moore Haven, FL 33471		
<b>Contact Name:</b>	Chief Keith Henson		
<b>Contact Telephone No.:</b>	(863) 946-1600 x2103		
Contact Email:	khenson@gladessheriff.org		

A five hundred (500) bed facility, utilizing the Lockdown Inmate Accounting Software, and integration with Telmate Communications tablets. Oasis currently operates from an off-site warehouse, Oasis staff delivers to the inmates. Oasis has been servicing this facility since February 2019.

## References, cont.



**Okeechobee County Detention Center** 

Address: 504 NW 4th St

Okeechobee, FL 34972

Contact Name: Lt. John Rhoden

**Contact Telephone No.:** 863-357-5343 x5212

Contact Email: jrrhoden@okeesheriff.com

A three hundred (300) bed facility, utilizing the Lockdown Inmate Accounting Software, a deposit kiosk, a booking manager and integration with Telmate Communications tablets. Oasis currently operates from an off-site warehouse. Oasis has been servicing this facility since March 2019.

Rappahannock Regional Jail				
Address:	1745 Jefferson Davis Hwy. Stafford, VA 22555			
<b>Contact Name:</b>	Superintendent Kevin Hudson			
<b>Contact Telephone No.:</b>	540-288-5245			
Contact Email:	khudson@rrj.state.va.us			

A one thousand five hundred (1500) bed facility, utilizing Lockdown integrated with Archonix jail management software, a Deposit Kiosk, and twenty-five (25) dorm kiosks. Oasis off-site warehouse, and Oasis staff delivers to the inmates. Oasis has been servicing this facility since April 2006.

Western Virginia Regional Jail				
Address:	5885 W. River Road Salem, VA 24153			
<b>Contact Name:</b>	Major Amanda Trent			
<b>Contact Telephone No.:</b>	(540) 597-6418			
Contact Email:	Amanda.Trent@wvarj.org			

An eight hundred five (805) bed facility, utilizing the Lockdown Software integrated with DSI program, a deposit kiosk, a booking manager, and debit card release. Off-site warehouse, Oasis staff delivers to the inmates, has serviced this facility since March 2009.

## The Oasis Technology Package



Having Lockdown in your facility gives you access to the entire Oasis Technology Package. All transactions on the corresponding hardware occur within Lockdown in real time.

Oasis, the Lockdown Software and all corresponding hardware are PCI compliant. This protects the facility from credit and debit card fraud or theft.

With Oasis Commissary, there is no need for a massive overhaul in operations or financial practices. Oasis will continue the current commissary operations with no disturbance in deliveries. The facility will continue to enjoy the Lockdown accounting suite and all the integrated technology the application has to offer. Other services such as booking kiosk, deposit kiosk, and the debit card system will remain also unchanged.



# The Oasis Technology Package Lockdown Resident Banking Software

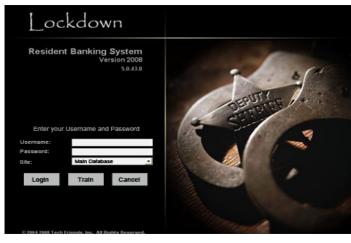


#### Lockdown Resident Banking Software

#### Overview

Oasis was the first commissary company in the industry to utilize the Lockdown Resident Banking Software. We have worked with the developers of the Lockdown, Tech Friends, for over ten years, and currently have Lockdown installed in over seventy (70) client facilities. Lockdown Resident Banking is being utilized in over seven hundred fifty (750) facilities across the nation.

Our open communication with Tech Friends has led to significant advancements in the program. All updates and upgrades are provided to your facility at **no** cost.



The Lockdown program can be completely customized to reflect the accounting procedures of the facility.

Lockdown is a powerful, yet easy to use, General Ledger based inmate accounting program. The system's user friendly interface coupled with an extremely powerful accounting framework provide the ease of use your officers need with the power required by accountants and auditors.

Lockdown Resident Banking only shows on the screen what is required by the currently logged in user, so your officers are not overwhelmed with endless fields and screens that they do not need. This simplified interface allows for accurate and efficient financial transactions, while at the same time providing your auditors with a myriad of financial reports to insure that your accounting is accurate and secure. Oasis provides the Lockdown Program at no cost to your facility.

The Lockdown Resident Banking Software meets and exceeds all the requirements of the RFP. Oasis has integrated the Lockdown Program with Securus' Archonix XJail and phone ordering system.

#### Support

Joey Evancho will be Okaloosa County Detention Facility's dedicated support specialist. Joey is located in Atlanta and will support all software and hardware Oasis installs at the facility. The IT team will provide a smooth transition and will work closely with staff to assist them in accomplishing their goals throughout the contract.

Oasis Management is the only commissary company that has four in-house Support Specialists solely dedicated to the Lockdown Resident Banking Program and its corresponding hardware.

# The Oasis Technology Package Lockdown Resident Banking Software



#### Features of the Lockdown Software

- Accepts imports of inmate information from Jail Management System.
  - Lockdown has the ability to integrate with all major JMS systems
  - Oasis has integrated Lockdown with the facility's Archonix XJail System
- Has the ability to generate permanent ID numbers or use the permanent ID number assigned by the facility's JMS.
- Easily merge inmate accounts.
- Allows correctional staff to create unlimited users with customized security settings without vendor assistance.
- Allows correctional staff to create an unlimited number of collection accounts with specific collection percentages and priorities *without* vendor assistance.
- Automatically deducts a defined portion of incoming inmate deposits to satisfy inmate debts.
- Allows users to create new inmate debts. Debt can be prioritized and collected in set percentages, always leaving some money for commissary.
- Allows users to void inmate debts. If money has been collected on the debt, even over the course of several weeks, the system refunds all monies collected if the debt is voided.
- Allows users to write-off debts or portions of debts.
- Allows predefined transaction amounts and comments to be entered for recurring transactions.
- Allows selling of commissary packs at intake
- Allows the creation of new inmate scheduled payments with payment frequencies including daily, weekly, and monthly.
- Allows releases of inmate funds by cash, check, or debit card.
- Allows multiple methods of releasing inmate funds (e.g., a portion in cash and remainder in a check).
- Allows group releases of inmates being transferred between facilities with a single c heck.
- Provides work sign-out tracking for inmates assigned to jobs outside the facility.
- Provides per diem tracking of inmates assigned to outside work assignments.
- Provides per diem billing for third party work assignments.
- Provides per diem reporting for inmates held for outside agencies.
- Provides reconciliation capabilities for multiple bank accounts.
- Allows searching for inmates by inmate ID or last name.
- Allows searching for inmates by inmate ID or last name.
- Has the capability to display inmate photo when editing an inmate account.
- Allows tracking of property items such as radios which have been purchased by inmates.
- Allows restrictions to be placed on commissary orders based on location, inmate health status, and other facility imposed restrictions.
- Allows restriction of commissary purchases based on an inmate's property items. For example, batteries may not be purchased unless an inmate has a radio in his property.

# The Oasis Technology Package Lockdown Resident Banking Software



#### Features of the Lockdown Software

- Allows printing of checks directly from system with signatures printed on the check.
- Allows automatic printing of receipts after transaction entry without additional confirmations.
- Allows receipt printing on standard laser printers with 3-part perforated paper, 3 receipts per page and on 80MM thermal printers.
- Allow station specific printers to be specified other than using default printer.
- Allows printers to be specified without creating vendor-specific printer names. That is, the system should use the printer names that are established by the correctional facility.
- Allows export of reports to PDF, RTF, or Excel. Exported reports should optionally disable page headers and footers for better integration with Excel.
- Provides help videos for common functions.
- Allows import of bank statement for automated monthly reconciliation.
- Automatically creates ACH entries for release debit card withdrawals.
- Supports Positive Pay export of check information to banks.
- Automatically exports inmate information to commissary order by phone system.
- Allows inmates to use their own personal credit cards or debit cards to transfer money to their trust accounts using the inmate telephone system after the cards have been collected and placed in Property.
- Provides integrated reports within the Trust Accounting System with no separate login or executable launch required.
- Allows easy reprinting of receipts.
- Allows on-screen viewing of inmate transaction receipts without printing.
- Allows station specific number of copies during receipt printing.
- Allows holding of funds which cannot be spent by the inmate until released. Holds must support automatic removal after a predefined number of days.
- Interfaces with signature capture pads and print captured signature on inmate receipts.
- Allows user-definable password security settings including minimum password length and requirements for numbers, symbols, or letters in passwords.
- Allows station specific predefined comments for commonly repeated transactions.
- Directly interfaces with kiosk equipment designed to accept bills and coins.
- Allow user-defined indigent tracking based on current balance, days since booking, deposits over a period, and commissary bills over a period.
- Allows inmate releases to be done by Cash, Check, Debit Card, or a combination of the listed.
- Allows transactions to be easily voided while maintaining a verifiable audit trail. For example, a deposit transaction which triggers multiple debit collections should be voidable in a single operation which leaves the inmate and associated restitution accounts correct with no opportunity for officer data entry mistakes. This can be accomplished *without* vendor intervention or direct manipulation of data.

# The Oasis Technology Package Lockdown Resident Banking Software



#### Features of the Lockdown Software

- Allows tracking of inmate voluntary and mandatory savings accounts with automatic collections and interest distribution.
- Includes manual transaction data entry warnings if a duplicate money receipt or billing transaction is suspected by the system.
- Include predefined reports not limited to:
  - Trial Balance, Resident Balances, Balance Sheet, Check Postings, Money Receipts, Cash Disbursements, Inmate Debt, Fund Billing, Fund Collections, Fund Credits, Payroll, Indigents, Savings, Releases, Bank Deposits, Debt Write-offs, Reconciliation, Commissary Receipts, Commissary Housing Totals, Commissary Product Sales, and Check Register.
  - Lockdown can produce custom, facility-specific reports
- Allows ad-hoc reports to be run for defined inmate groups based on factors including housing assignment, gender, age, debt, or current balance without programming a reporting tool.
- Includes user-customizable report footer information.
- Includes user-customizable report header image for facility logo.
- Provides for automatic debt write-off after inmate release based on the number of days the inmate has been gone from the facility.
- Fully supports integration with debt collection agencies including electronic filing of debts with the collection agency and payment to the collection agency if the inmate pays debt at the correctional facility.
- Supports SQL Server 2008 R2.
- Allows credit card transactions to be executed in the software using encrypted magnetic stripe readers without logging into an external system or web site.
- Prevents users from modifying a financial transaction that has been committed.
- Allows reports to be generated based on user and transaction types.
- Allows user groups to be established that limit access to program features.
- Lockdown can be loaded onto as many computers as the facility needs.
- Simple "Fix" features that allows officers to quickly fix an error, but leaves an audit trail of the change.
- Lockdown can be minimized in a Windows environment.
  - Examples of reports are provided in Appendix 1 located on the USB Flash Drive.

#### **Upgrades**

Upgrades to the Lockdown Resident Banking Software are released on a quarterly basis. The facility has the right to accept or decline any upgrades. Joey Evancho, lead Project Manager, will assist the facility in installing upgrades.

All upgrades to the Lockdown Resident Banking Software are provided at no cost to the facility.

## The Oasis Technology Package Lockdown Resident Banking Software



#### **Cost Recovery and Inmate Debts**

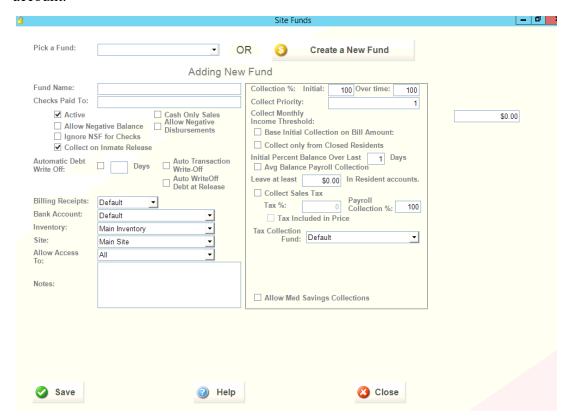
The Lockdown program will allow your facility to charge an unlimited number of user-defined cost recoverable transactions (i.e. medical, indigent, haircuts) to an inmate's account whether the inmate has a positive balance or not. These cost recovery items can be tracked and reported throughout an inmate's incarceration and if inmate returns after release. The system users can easily disburse a check to the county (or appropriate authority) to clear the balance in any of the cost recovery accounts. The system allows for flexibility on recovering these debts, both time of collection and collection priority as follows:

Collection Percentage at booking - User can set a percentage of the debt (from a prior visit) to collect at the time of booking (from 0-100 percent).

Collection Percentage over time - User can set a percentage of the debt to collect as the inmate receives money during his stay (from 0-100 percent).

**Collection Priority** - User can set the collection priority order for each of the cost recovery accounts. For example, the user can collect medical before haircuts.

**Maintain Balance** - User can set to leave a predetermined balance level in the inmate's account.



## The Oasis Technology Package Lockdown Resident Banking Software



#### System Requirements

Our accounting system is written with a .Net front end and a standard MS SQL server database back end. The program allows for user definable access and system wide settings, as well as, specific facility settings. Backups can be set up on a manual or timed basis and off-site and/or on-site manner.

In summary, Lockdown Resident Banking:

- \* Is Windows Based
- \* Uses relational data base
- \* Allows for system wide settings
- \* Allows for individual facility site settings
- \* Ability to interface with current prison management system to allow access to the Resident Banking Software from multiple existing work stations

The Lockdown database is housed on a secure county server. Communication takes place via secure ports within the county firewall to the software developer, Tech Friends. Lockdown will need internet access and a VPN to allow for remote access.

#### **Debit Calling Interface**

Lockdown features a Debit Calling module which allows for quick and easy deposits. The module moves money from the commissary account within Lockdown to facility's inmate phone provider for phone time. The transactions take place in real time. To move money, inmates need only to follow the voice prompts (English and Spanish) over the phone within the facility. The inmate incurs a small, \$1.00 charge to transfer money to their phone account.

Once an inmate is released in Lockdown, the system will automatically refund any unused phone time back to the commissary account. At the time of release inmates are given a Debit Card with both the unused phone time and the remainder of any commissary balance.

#### **Hardware Requirements**

Oasis has met and will install all of your outlined hardware requirements at no expense to the facility.

This will include:

One (1) Deposit Kiosk

One (1) Booking Manager

One (1) Debit Card Release System

Oasis Management will provide the warranty on all equipment, service specialist certifications, a preventative maintenance policy and schedule along with a repair.

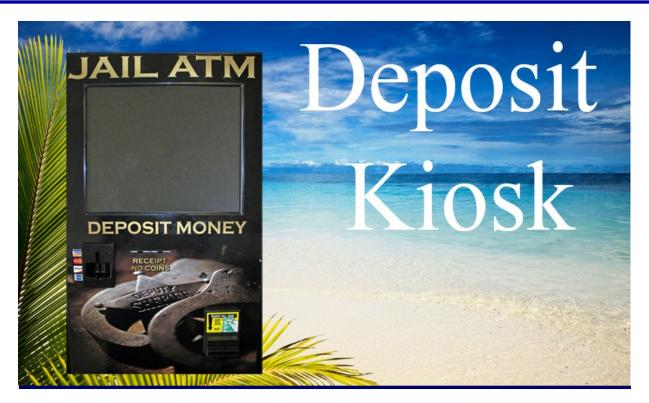
#### Vending Machines

Oasis is proud to offer Okaloosa County DOC our newest technology offering, vending machines. These vending machines help to generate more revenue within a facility by capturing sales from inmates that miss the normal commissary and capitalize on impulse purchases.

These vending machines are fully integrated with the Lockdown Accounting Program. Inmates will type in their ID and PIN in order to make a purchase. The purchase occurs in real-time transaction through the Lockdown Resident Banking Software. Vending machines have the ability to stock food and drink items. These machines will be bolted to the ground and will need access to power and data.

# The Oasis Technology Package Deposit Kiosk





Depositing money into an inmate's account is one of the most frustrating and time consuming tasks in the correctional facility. In order to eliminate this task, we are offering facilities the flexibility and convenience of touch screen depository kiosks.

These deposit kiosks are placed directly in the lobby or video visitation area where family and friends may place cash and or debit/credit card deposits directly on the inmate's account. This convenient kiosk will free your officers from manually posting money to the inmate's accounts while providing the flexibility of 24 hour accessibility.

This kiosk flawlessly integrates with the Lockdown Accounting Program. All transactions occur in real time, so there is no lag between a deposit being made and money appearing in and inmate's account. For increased security and investigations, the kiosk take a picture of each person making a deposit.

These deposit kiosks have been in the field for over 10 years, and are truly reliable. Oasis will also administer all maintenance and support for the kiosk. Our in-house IT Specialists are available 24/7 to help with any concerns you may have with your Deposit Kiosk.

This kiosk is provided free of cost to the facility.

- Real Time Transactions
- Eliminates officer's having to handle cash
- *Holds 1,000 bills*
- Casino-grade bill acceptor
- Accepts cash, credit & debit cards
- Easy to use
- English & Spanish translations
- Bonding Feature
- PCI Compliant

# The Oasis Technology Package Booking Manager





The Booking Manager kiosk completely streamlines the inmate accounting process and create a cashless facility. This compact kiosk sits on a desk, or mounted to the wall in the booking area.

The Booking Manager completely *eliminates* the need for officers to handle money.

When an inmate is booked into your facility, officers simply ask the inmate to deposit their cash into the booking kiosk. This kiosk is capable of receiving all cash and coins, while simultaneously detecting for counterfeit monies. The Booking Manager comes standard with casino grade bill acceptors. It also has a drop slot for unreadable or contaminated bills. Once deposited, the kiosk will automatically post the money to the inmate's account, and give the inmate a receipt for the funds received.

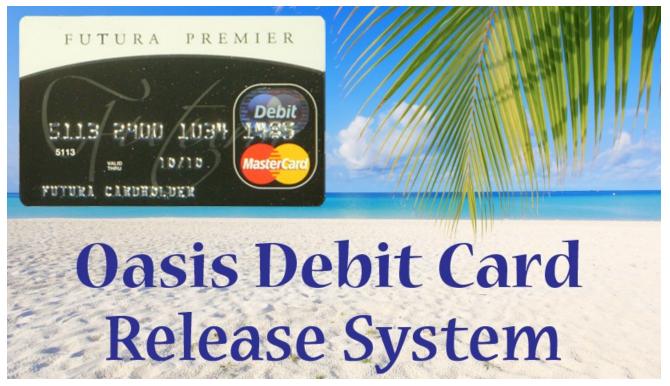
Inmates also have the opportunity to deposit money into their account at the time of booking with this kiosk. Each booking manager comes equipped with an encrypted card reader, and allows inmates to put money on their own account using a credit or debit card. This drastically reduces the number of indigent inmates in your correctional facility. It also allows inmates to continually add money to their account via the phones, or bond themselves out.

This kiosk is provided free of cost to the facility.

- Accepts cash & coins
- Eliminates officer's having to handle cash
- Holds 1,000 bills
- Detects for counterfeit bills
- Reduces number of indigent inmates
- Sits on a desktop or mounted to wall
- Real time transactions
- PCI Compliant

# The Oasis Technology Package Debit Card Release System





Generating checks for released inmates is a costly and time consuming task. The Oasis Debit Card Release system facilitates an easier process. Oasis is provides debit cards for release rather than checks. Rather than printing and tracking checks, the remaining balance in the inmate's account can be loaded onto a debit card with a simple swipe.

*There is no minimum amount that can be loaded on the debit card.* From \$0.01 to \$9500, you can load even the smallest balance onto a debit card.

Once the money is loaded onto the card, the facility relinquishes responsibility. Any questions or concerns the inmate has will be directed to our card provider, Numi Financial.

The Oasis MasterCard Debit Card can be used by the inmate at any location that takes credit cards. Currently, this card is free to both the facility and the inmate at release and can be used immediately to purchase goods or cash out entirely. An inmate can use their debit card multiple times in the first 24 hours without incurring any fees.

All debit cards are provided to the facility free of charge.

#### **ADVANTAGES**

- Free to inmate for first 48 hours
- Cards are sent to the facility automatically
- Eliminate check production and reconciliation costs
- Eliminate uncashed checks and State escheat reporting
- Can be used anywhere MasterCard is accepted
- After 48 hours, a fee of \$2.50/week is incurred

# The Oasis Technology Package Web Deposits





Oasis will offer a website in which friends and family can easily make deposits to an inmate's account. This allows friends and family to make deposits from a laptop at home or a smartphone.

Friends and family are prompted to create an account on JailATM.com. Creating an account on JailATM.com allows friends and family to deposit funds, send secure messages, and schedule video visits. The website is fully integrated with the Lockdown Resident Banking Software, so deposit transactions occur in real time. Oasis and Tech Friends are licensed and insured to cover all the deposits made on JailATM.com.

Lockdown automatically creates ACH entries for monthly bank reconciliation based on deposits into facility's bank account as a result of inmate deposits.

- ◆ Allows for 27/7 deposits
- Secure website
- Deposits can be made via smartphone
- Real time transactions
- Fully integrated with Lockdown
- PCI Compliant

Oasis Commissary has obtained a money transmitter license for every required state in the USA!

# **Operational & Technical Support**



Being dedicated exclusively to the commissary market is now more important than ever, as our support and training must meet the needs of clients that we are now more closely involved with in more areas and systems within their facility. Oasis is setup with experienced professionals across each region that we service, and these professionals provide remote support and on site support (and training). Oasis will address your needs in both operationally and technically from our local service center to include:

- 1. Dedicated 24 hour 7 days/week toll free service number staffed by a live Oasis employee.
- 2. Complete remote access support through a dedicated VPN or other remote access solution (Screen Connect, Team Viewer).
- 3. Four (4) dedicated full time geographically planned professional IT support personnel to reach you in hours should an on site support be necessary.
- 4. Management personnel trained on our software to provide an additional level of support, giving our clients the resources of 10% of our workforce to support our offerings.
- 5. Software developer support as a 2nd tier support should our clients require.
- 6. Oasis will provide the warranty on all equipment, a preventative maintenance policy and schedule along with a repair and backup plan designed for your facility.

#### Support

The Oasis support team is available 24 hours a day, 7 days a week, 365 days a year. In the rare event your facility needs to call for support, one simple call to our toll free number, 1-800-956-2747, will connect you to a member of our Oasis staff. This line is always open; after hours, the line is forwarded to an Oasis team member's telephone. They will direct your call to the appropriate staff member available to handle technical, delivery, product or any other commissary related issue.

Joey Evancho will be Okaloosa County's dedicated IT Project Manager. The local distribution center manager Greg Smith. and our VP of Operations, Anthony Luck will be your first line of contact. The corporate office in Atlanta, GA will handle all of your monthly invoicing and commission checks.

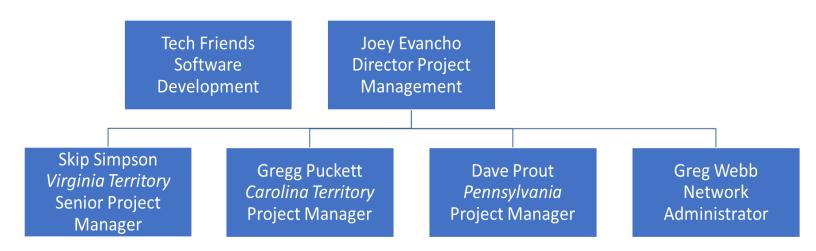


# **Technical and Operational Support**



#### The Oasis IT Support Team

Oasis is the *ONLY* commissary company that provides independent support for the Lockdown Program. While other companies rely on Tech Friend's helpline and local IT subcontractors to deal with client issues, Oasis believes in providing personal support to our clients.



Oasis has four IT Project Managers that are trained on all aspects of the Lockdown Program and its corresponding hardware. If a problem arises with the Lockdown program, your first line of contact is your local Project Manager. Our Project Managers will provide remote support and can travel to your facility within 24 hours. If the issue cannot be resolved by our Project Manager, they will have someone from the programming headquarters of Tech Friends contact you to help troubleshoot the issue. You can call 1-800-956-2747 anytime for assistance.

#### **Customer Support On-site Response Time**

Should the customer encounter a software or hardware related error, Oasis will be available for immediate support. Most times, remote support can be given immediately to address concerns and provide a solution. In cases where remote support is not possible or if hardware is needing replacement/maintenance, Oasis will provide on-site support. The assigned Project Manager, Joey, or other qualified Oasis affiliated employee will travel on-site within the customer identified timeline to address the concern.

## **Technical and Operational Support**



#### **Customer Support Escalation Procedures**

Should the customer need assistance with software or hardware related concerns, please follow the steps below.

Upon encountering a concern, please contact the assigned Project Manager (PM), Joey Evancho immediately. Joey, within the timeframe established by the facility, will contact the customer and begin identifying a solution. If required, Joey will travel on-site to address concerns or maintenance related issues in-person

Should Joey not be available, the customer will be provided with a backup PM to address concerns immediately. Remote technical support is also available 24/7 via our development team.

#### **Customer Support On-site Response Time**

Should the customer encounter a software or hardware related error, Oasis will be available for immediate support. Most times, remote support can be given immediately to address concerns and provide a solution. In cases where remote support is not possible or if hardware is needing replacement/maintenance, Oasis will provide on-site support. The assigned Project Manager, Joey, or other qualified Oasis affiliated employee will travel on-site within the customer identified parameters, to address the concern.

#### **Customer Support Priority Levels**

Oasis makes every effort to provide 100% up-time to our customer. In rare cases, support issues arise and the assigned Project Manager (PM) is needed to provide support. Every support related inquiry is important to Oasis regardless of severity.

#### 1. High

- a. JMS interface error
  - i. No data being imported/exported
- b. Security Breach
- c. Hardware failure

#### 2. Medium

- a. User training
- b. Application configuration or modification
- c. Reconcile/ accounting assistance

#### 3. Low

- a. User related issues
  - i. Modifications of permissions, password reset, change to user setting
- b. Report request

# **Operation Plan Overview**



#### **Custom Commissary Plan for Okaloosa County Department of Corrections**

The Oasis plan for Okaloosa County Department of Corrections will be to provide a *quality off-site commissary operation* from our Atlanta, GA warehouse. Oasis will offer commissary ordering once per week. Inmates will place their commissary orders via the Securus dorm kiosks/tablets or via the inmate telephones. Inmates will log into their commissary account via dorm kiosks or phones using their Inmate ID number and a PIN number. The commissary feature will have a picture based ordering system. Inmates have the ability to modify their orders any time prior to order posting. Oasis will work with the facility to determine if a change to the current delivery schedule is necessary.

All orders will be automatically downloaded and packed at our Atlanta, GA warehouse and delivered next day. This warehouse currently maintains a 99.5% fill rate. Oasis will continue to provide carts for commissary delivery. Oasis will work with Okaloosa County Department of Corrections to determine a delivery schedule that best fits the needs of the facility. The local distribution center manager Greg Smith will be your day to day contact. Our Atlanta office is available for all calls. Anthony Luck, our VP of Operations, oversees all of our distribution centers, and is available to answer any questions or concerns.

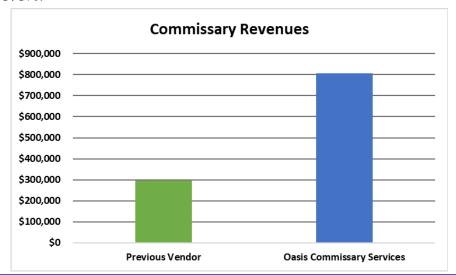
Oasis will provide our powerful, yet user friendly inmate accounting program, Lockdown Resident Banking. By utilizing Lockdown, Okaloosa County can enjoy all aspects of the Oasis Technology Package. Joey Evancho will be assigned lead IT Project Manager for Okaloosa County Department of Corrections. Joey will continue to support and maintain Lockdown, the deposit kiosk, booking manager, debit card release system and provide any necessary training to your staff. He will provide all support, on-site and remote, throughout the duration of the contract. Joey will integrate the Lockdown program with the Securus dorm kiosks/tablets to allow for commissary ordering.

If our Atlanta, GA distribution center is to unexpectedly become inoperable, we would be able to service your facility with no disturbance in delivery from our Naples, FL warehouse.

Oasis Commissary meets the American Jail Association and American Correctional Association standards for inmate commissary.

#### Experience

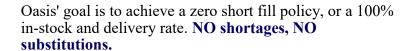
Oasis has a history of taking over commissary operations from other vendors and increasing revenues. We start tracking commissary revenue with the first order at all accounts. Since taking over commissary operations from Keefe in 2010, Oasis has increased commissary revenues at Okaloosa County DOC by 171%!





#### **Inventory Requirements**

Oasis is proud of its commitment to filling all orders 100%. As a standard step in the Oasis opening schedule, we will maintain in inventory the mutually agreed upon menu items, and, as part of the Oasis Quarterly Quality Review Program, will discuss and present to Okaloosa County Department of Corrections a detailed report by product of the dollar value and quantity of sales for the quarter. We will also provide samples and suggestions of new products to offer.





All inventory is stored in an air-conditioned warehouse to guarantee freshness and prevent spoilage. Oasis turns over inventory every 13 days. We use the First In, First Out (FIFO) inventory control system, meaning the first products to arrive at our warehouse will be the first products used in packing orders.

#### **Delivery Turnaround**

The constant movement of inmates, creates a commissary delivery problem that can be alleviated by decreasing order delivery turnaround. We will package all commissary orders and deliver them back to the facility next day. This procedure benefits the facility by insuring that the orders arrive in *good condition* and in a *timely manner*. Reducing the time between ordering and delivery also drastically decreases credits.

#### Discrepancy Resolution

Oasis will attempt to resolve all discrepancies at the time of order delivery, but should any problems arise, Oasis staff will address these concerns in a timely and thorough manner. Oasis can either issue a credit immediately, or send replacement items overnight.

#### Releases

If an inmate has a pending commissary order upon release, the Lockdown Resident Banking Software automatically cancels the order, and refunds the money to the inmate's account for release.

If an inmate is released prior to receipt of his order they have 48 hours to pick up their order from the facility. If the inmate fails to pick up his order within 48 hours it then becomes the property of the Okaloosa County Department of Corrections.

Oasis will work with the facility to determine the best option for handling released inmate orders.



#### Packing and Delivery of Inmate Orders



Inmates will place their commissary orders via the Securus dorm kiosks/tablets or inmate telephone. Orders will be posted into the accounting program and downloaded directly to our distribution center. Received orders will be printed onto 2 sheets of paper. Orders are packaged individually in heat-sealed, clear plastic bags with an itemized receipt. Orders are packed in boxes according to facility layout. We will package all orders off-site and deliver them back to the inmate next day for distribution.

Our service area manager, Greg Smith, performs internal and external spot checks utilizing a color coded pen for identification. The internal checks are performed in the distribution center prior to product delivery, and the external checks are performed at the delivery point, by Oasis personnel, or with follow up interviews by the service area manager or the area sales consultant to the client.

#### Resolution of Grievances

All Inmate request or grievances will be submitted through the available the dorm kiosks or inmate tablets. These grievances regarding commissary

will then be directed to an Oasis staff member. After proper investigation and research all responses and resolutions will be given in written and electronic form.

#### Security and Training

Oasis knows that the top concern in the corrections market is security. Oasis has gone to great lengths to ensure that *every distribution center has a completely secure environment*. Each door is armed with motion detectors and security alarms. When the last shipment is picked up, the warehouse doors are promptly locked, and security alarms are turned on. Only Oasis employees are allowed in each of our distribution centers, and visitors are required to stay at the front desk. Before being hired, each Oasis employee is required to take a drug test and a background check.

Oasis further emphasizes security by only stocking corrections approved products. We do not sell any products that include metal or glass in the packaging. Also, we do not sell products that are alcohol based. To help ensure inmates do not hide contraband inside hygiene products, Oasis offers many products in clear, see through packaging. Oasis never adds or deletes any products from the menu without facility approval.

To further enhance security, each order is double heat sealed to prevent tampering and packaged in clear, 2-ply plastic bags. All orders are packed off-site at our Atlanta Distribution Center. Orders are packed into boxes according to facility layout and loaded onto a pallet for delivery to the facility. The pallet is then shrink wrapped to prevent tampering and protect the integrity of the orders.

Oasis employees are trained on the importance of security in a correctional setting. Oasis managers hold monthly safety/security meetings with their warehouse staff. Employees are trained in speaking with inmates, handling inmate complaints, delivering to inmates, and conflict/resolution techniques. Correctional security measures are echoed in our warehouses: no cell phones, no visitors, conflict of interest notification, contraband, and correctional safe items are a few topics covered in our ongoing training program.

Oasis staff that operate on-site staff are required to attend any and all training deemed necessary by the Okaloosa County Corrections Department.



#### Oasis Drug Screen and Background Check Policy

Oasis has developed a policy regarding the illegal use of drugs and the abuse of alcohol that we believe best serves the interests of all employees and the facilities we serve. Our policy formally and clearly states that the illegal use of drugs or abuse of alcohol or prescription drugs will not be tolerated. As a means of maintaining our policy, we have implemented pre-employment and active random employee drug testing.

Employees are interviewed to determine their character. Before being hired they must then pass a pre-employment drug test. Oasis then makes available our employees for any background checks required by your facility. All new employees are put on a ninety day probationary period.

**Non Discrimination-** Oasis shall comply with all applicable statues, rules and regulations prohibiting discrimination and promoting equal employment opportunities for qualified individuals.

#### **Products**

#### Menu/Pricing Objectives

Oasis realizes the sensitivity of pricing within a correctional environment, which is why Oasis recommends *fair market pricing*. Oasis will conduct market surveys in local stores to determine proper selling prices of products. Oasis will maintain prices for a period of no less than one year (excluding postage products). **No products will be added to the facility's menu without permission.** 

#### Name Brand & American Made Products

Oasis has a catalog of over two thousand (2,000) products to create a custom commissary menu for your facility. Oasis is committed to selling brand name products that inmates recognize. Inmates are familiar with these products thus increasing revenues and commissions. The quality and consistency a name brand provides ensures satisfaction to inmates. Oasis believes in supporting American manufactured goods and we strive to purchase these items locally. Most products on our menus are manufactured or grown in the United States.

#### Oasis Purchasing Power

Oasis maintains long lasting and valuable relationships with its vendors. This gives Oasis to access to thousands of corrections approved products. Oasis vendors understand the delicate nature of working in a correctional environment, and will provide exceptional service to insure that every Oasis customer receives 100% of his or her order. Our Purchasing Director is happy to explore additional items your facility wants added to its menu. *Oasis also has the ability to obtain any Kosher and/or Halal products to offer the inmates.* 

#### Healthy Options

Oasis understands the importance of offering healthy and allergen free products to inmates. Oasis has created a new menu category dedicated solely to healthy food products. Not only will this satisfy the needs of health conscious inmates, but it will also give more options to inmates with ailments such as diabetes and high blood pressure.

Due to the increasing number of people effected by food allergies, Oasis has made a conscious effort to find products that can be enjoyed by all. Oasis has worked with its vendors to provide items that are USDA Organic, Non-GMO, Certified Gluten Free, Dairy Free, Soy Free and Vegan.







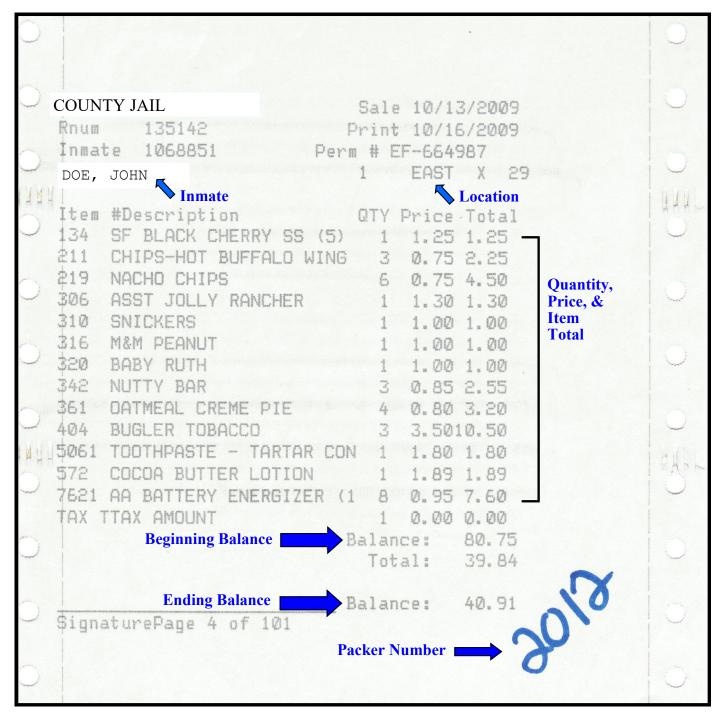






## Inmate Receipts





Every inmate receives a 2-part, carbonless receipt with their commissary order. The Oasis employee who packs the order signs their packer number on the receipt and heat-seals it inside the bag with the order.

The receipt lists the items ordered, quantity, beginning balance, and ending balance. At delivery, the inmate will verify their order, sign the receipt and keep a copy for their records.

# Operational Plan, cont. Oasis Care Packs





Oasis now makes it easy for friends and family to connect with their incarcerated loved ones. Oasis Care Packs gives friends and family the opportunity to purchase care packs to send to their inmates. Families create their own packs that consist of items that are located on the facility approved menu.

Oasis offers a wide variety of care packs to satisfy all tastes. Oasis can even create care packs to fit the needs of your facility. The most effective option is to offer the items on the commissary menu for friends and family to create customized packs.



Families simply create an account on www.jailcanteen.com and create the pack they want to send their inmate. When a care pack is ordered, it is packed and shipped with the normal commissary order.

All calls relating to online ordering will be directed to Oasis. Oasis handles all inquiries from friends and family regarding the status of their order, releases, and credits.

This program creates a new revenue stream for your facility!







# Operational Plan, cont. *Quality and Inventory Control*



Oasis management understands the importance of filling every inmate order correctly and completely. Therefore, Oasis institutes a four prong approach in reaching our 100% in-stock program.

#### The Oasis four prong approach centers on

- (a) Technology to increase accuracy of inventory control at the distribution point
- (b) Packing procedures and auditing to insure packing accuracy
- (c) Employee training to decrease errors and inmate deception
- (d) Immediate problem resolution at and after the inmate delivery point, if human error does occur.



The Oasis service center is equipped with state of the art inventory control system that maintains real time warehouse inventory. This system is interfaced with many different jail management / inmate accounting programs. It provides the service area manager with immediate and real time information necessary to ensure that products are always available for delivery and are turning frequently to guarantee product freshness.

The Oasis software has the ability to track credits that a facility may enter for a particular inmate should his account need to be credited for an item. The Oasis invoice will reflect any such adjustments to provide easier balancing for accounting personnel.

Additionally, Oasis maintains long lasting and valuable relationships with its vendors in case an unusual circumstances should arise. Oasis vendors will provide exceptional service to insure that every Oasis customer receives 100% of his or her order.

#### **b) Packing Procedures**

After insuring the proper maintenance of inventory levels, the second prong of the Oasis program involves individual order packing accuracy.

Oasis Commissary has a national reputation of having in place the *most accurate and complete delivery system in the business*. By having all the products in stock and packing inmate orders accurately, we are able to maximize sales which increases the amount of commission in the form of real dollars. *No other company has a higher sales record than Oasis*.

#### c) Employee Training

Oasis employees are trained on the product offerings and made particularly aware of similar products, to avoid confusion during the packing process. Oasis team members are trained to individually check orders and sign each order with a packer number.

#### d) Discrepancy Resolution

Oasis will attempt to resolve all discrepancies before delivery, but should any problems arise, our employees will address these concerns in a timely and thorough manner.

When human error does occur, Oasis has in place a procedure to resolve the error. Oasis will maintain a limited but targeted inventory of several of the higher volume items on their delivery carts at all times to complete an order should a error occur.

# Operational Plan, cont. *Hiring Practices*



Our mission at Oasis is to be regarded as *the leading quality provider* in the Inmate Commissary marketplace. Oasis recognizes that we need to earn your support to succeed in our Quality Mission. To focus on this goal, Oasis is committed to three (3) key factors which set the foundation of our quality program.

#### 1. Experience

Our experience is your facility's advantage. Oasis' management will utilize our employees' experience to develop your customized quality program and install a system that best suits the needs of your facility. The ownership of Oasis alone has fifty years experience in the inmate accounting and commissary market. Between our employees, we have over two hundred fifty (250) years of correctional experience who provide us with insiders knowledge of exactly what facilities are looking for in their commissary provider. This experience in the corrections market is one of the greatest assets we offer our clients.

#### 2. Qualified Personnel and Pre-employment Drug Testing

All Oasis staff are given a test prior to employment to judge their math, comprehension and writing skills. After passing, they are interviewed to determine their character. During the interview, a candidate is pressed to answer questions that indicate if they would be well-suited to work in a correctional environment.

Before being hired they must then pass a pre-employment drug test and be run through the E-Verify system. Oasis is an IMAGE certified company. Oasis then makes available our employees for any background checks required by your facility. All new employees are put on a ninety day probationary period, and subject to random drug testing throughout employment.

#### 3. Training

Our people and how they deliver our service is the basis of quality for the Oasis program at the Okaloosa County Department of Corrections. All Oasis personnel are given thorough training in all phases of the inmate commissary program. Safety, security and discipline are emphasized during training. Our employees are taught to deliver only what an inmate has ordered, quickly resolve disputes, and adhere to the delivery schedule.

This approach to training is your guarantee that all of the Oasis personnel involved with your facility are focused on ensuring quick, accurate, and knowledgeable responses to your every commissary need.

Oasis will work with Okaloosa County to incorporate or create additional policies and procedures. Oasis employees are also required to attend any and all training deemed necessary by the Okaloosa County Department of Corrections.



Oasis performed a complete profit and loss statement for the Okaloosa County Department of Corrections based on the RFP and the information we gathered visiting your facility. Oasis will offer commissary ordering once per week. Inmate will place their orders via the Securus dorm kiosks/ tablets or via inmate telephone. Oasis will package all orders from our Atlanta, GA corrections only distribution center and deliver orders next day. We will also provide quarterly visitation to discuss sales reports and be available to answer any questions you may have.

#### **Inmate Accounting Software**

The Oasis proposal includes our next generation inmate accounting program. This comprehensive inmate accounting program will be integrated with your current jail management system. This program is GAAP compliant and will perform bank reconciliation, general ledger accounting and automatic check printing. A vast amount of reports can be generated to supply your staff with a wealth of information. This software can also be setup to automatically handle cash bonds for the inmates to immediately post a bond to their credit card or utilizing their cash balance.

Software updates are offered quarterly and are always free to the facility. The updates are not mandatory and can be put in place when the facility would like. Oasis can install the Lockdown Program on as many machines as the facility chooses. All training is provided free to Okaloosa County throughout the duration of the contract. Oasis will install and support the program at no cost to the facility. Oasis has integrated Lockdown with the facility's XJail JMS program.

#### **Deposit Kiosk**

Oasis will install and maintain one (1) user friendly touch screen Deposit ATM in the facility lobby to handle friends and family deposits into the inmates account without cashier intervention. These kiosks are integrated with our accounting program and will allow real time transactions. Our kiosks enjoy casino grade bill acceptors and detect for authentic or counterfeit bills. It can accept all forms of deposits from family and friends. Oasis will maintain and support these kiosks 24/7 at no cost to the facility and charge a nominal fee of \$3.25 per cash. transaction.

#### **Booking Manager**

Oasis will install one (1) Booking Manager money deposit kiosks to handle inmate money upon booking without the need for officer intervention in the cash deposit process. All monies deposited in Oasis kiosks are handled in a streamlined real time process (no third party or batch processing). Our kiosks enjoy casino grade bill acceptors and detect for authentic or counterfeit bills. There is no charge for deposits by facility or inmates. This kiosk is provided at no cost the facility.

#### **Booking Deposit**

Oasis offers a feature that allows inmates to deposit money directly onto their account at booking. An inmate simply has to swipe their credit card at booking and tell the officer how much money to put on their account. Inmates can continually add money to their account via the telephone. Not only does this feature help with tracking property, it also dramatically reduces the amount of indigent inmates in your facility. This system is provided at no cost the facility.



#### **Commissary by Inmate Telephone Technology**

Oasis will also set up your accounting system to allow the inmates to order commissary directly over the inmate telephone system. This system allows every telephone to operate as an ordering kiosk with a free in-house call. Oasis will integrate the Lockdown program to work with your current inmate phone provider, Securus. This system will serve as back up to the dorm kiosks, and is provided at no cost the Sheriff's Office.

#### **Dorm Kiosks (Optional)**

Oasis has the ability to provide dorm kiosks to the facility at no cost to the facility. Dorm Kiosks allow your facility to take a completely hands-off approach to commissary. Complete with state of the art touch screen technology, an inmate can simply type in their pin number to access their inmate account. Once an inmate logs in, they can view their account balance, order from the commissary, file a grievance, schedule a doctor's visit, read the inmate handbook, and even send e-mail messages to loved ones. Oasis' dorm kiosks also have video visitation capabilities.

#### **Debit Card Release**

Oasis will offer a no fee at release debit card system. This debit card solution will nearly eliminate the cost of check processing, check stock, check reconciliation and escheat report preparation, while providing the inmate with a convenient money handling tool that can be utilized twenty-four (24) hours per day, seven (7) days per week. There is no fee to use the card for the first twenty-four (24) hours. After twenty- four (24) hours, a \$2.50 a week fee is charged for the card by the bank. This system is provided at no cost the facility.

#### **Ordering Website**

Oasis will provide a website that gives friends and family the opportunity to purchase prepackaged care packs to send to their inmates. These care packs consist of items that are located on the facility approved menu. We can even offer all the items on the commissary menu for friends and family to create customized packs. This system is provided at no cost the facility.

#### **Web Deposits**

Oasis will provide a website which will allow friends and family member to deposit money onto their inmate's account. This website if integrated with the Lockdown Resident Banking Software, and automatically creates ACH entries for monthly bank reconciliation based on deposits into facility's bank accounts as a result of inmate deposits.

Oasis Management will provide the warranty on all equipment, service specialist certifications, a preventative maintenance policy and schedule along with a repair response turnaround time of **24 hours**.



#### **Commission Rate Options**

Oasis agrees to provide Okaloosa County DOC with the Lockdown Software, a deposit kiosk, a booking manager, an ordering website, and debit card release.

Due to COVID-19 affecting inmate populations and revenues, Oasis will offer commission on a sliding scale based on commissary revenues:

Commissary Revenues	Commission Rate
\$0 to \$500,000	50%
\$500,001 to \$740,000	51%
\$740,001 to \$840,000*	52%*
\$840,001 & up	53%

Oasis pays commission based on net sales. Net sales is defined as total revenue minus sales tax, credits and postage.

Oasis is glad to work with Okaloosa County not only on the menu selections but also on the proper selling price, technology and commission rate that is appropriate for your facility.

\*Last year, with an ADP over 700, Okaloosa County DOC fell in this range.

#### **PROPOSED**

Print Date: 05/18/2020

Please Print and Mark Clearly

#### OKALOOSA COUNTY DOC CRESTVIEW, FL

Proposed Menu. Items may be added or deleted.

Name	:		Signature :	
	Last	First	ı	
nmate lo	d:	Date of Birth :		Date:

Item QTY	Price Description	Item QTY	Price Description	Item QTY	Price Description	Item QTY	Price Description
BEVERAGES		CHIPS/SNACKS	continued	CHIPS/SNACKS	continued	CANDY/PASTR	Y continued
1102	6.25 Coffee 4oz	1226	1.30 Combos	2831	1.85 Chili Instant 4oz	3511	1.15 Moon Pie Vanilla
1110	2.35 SS Cocoa Mix (5)	2265	1.35 Jalapeno Cheese Nuggets	2834	3.25 Chili w/Beans	3551	1.45 Duplex Tray Cookies
1120	0.50 SS Creamer (5)	1230	1.55 Hot Dill Pickle	2837	1.45 Chili w/Rice&Beans	3553	1.45 Strawberry Crm Cookies 5oz
1123	0.50 SS Sugar Substitute (5)	1240	0.90 Soup - Chicken	1285	2.65 Mackerel Fillets	3554	1.45 Peanut Butter Cookies 5oz
1130	2.20 SF Orange Drink (5)	1241	0.90 Soup - Beef	1286	2.85 Tuna	3556	1.45 Lemon Tray Cookies
1132	2.20 SF Tea (5)	1243	0.90 Soup - Chili	2876	4.25 Chicken Breast 3oz	1356	1.40 Pop Tarts (2pk)
1134	2.20 SF Black Cherry (5)	1245	0.90 Soup-Picante Chick	2880	2.55 Sardines In Hot Sauce	1361	1.10 Oatmeal Cream Pie
1136	2.20 SF Lemonade (5)	1250	1.25 Trail Mix	CANDY/PASTR	<u>Y</u>	3613	1.40 Cherry Danish
CHIPS/SNACKS		2502	1.25 Trail Mix Sweet N Salty	1302	0.85 Salted Peanuts	3617	1.40 Cheese Danish
1204	0.85 Cheese/Wheat Crackers	2503	1.25 Sweet & Spicy Mix	1304	1.30 Granola Bar	3621	1.40 Donuts (6pk)
1206	0.85 Peanut Butter Crackers	1260	1. 30 Twin Beef Sticks	1305	1.55 Peppermints (Bag)	1380	1.55 Fireballs
1208	0.85 Nekot Cream Cookies	1262	1.30 Hot Sausage	1306	1.65 Asst. Jolly Rancher	1381	1.55 Sour Fruit Balls
1210	0.85 Plain Chips	1263	1.30 Beef N Cheese Sticks	3062	1.55 Butterscotch Discs	HYGIENE	
1211	0.85 Hot Buffalo Wing Chips	1266	0.75 Peanut Butter Squeezer	3065	1.50 Starburst	5023	0.80 Toothbrush Paddle Security
1212	0.85 BBQ Chips	2681	0. 60 Jelly Squeezer	1308	1.50 Twizzler	1506	1.60 Toothpaste
2133	0.95 Jalepeno Chips	2685	o. 85 Cheddar Cheese Squeezer	1310	1.50 Snickers	1510	2.15 Shave Lotion
2137	0.85 Hot Fries	2691	0. 25 Ketchup	1312	1.50 Milky Way	1511	6.35 Magic Cream Shave
1214	0.85 Popcorn	2692	<u> </u>	3148	1.50 Choc. Covered Raisins	1516	2.10 Hairbrush
1215	0.95 Jalapeno Poppers	2693	o. 25 Mustard	1316	1.50 M&M Peanut	1517	0.65 Afro Pick 5"
1218	0.85 Pretzels	2695	0.35 Mayonnaise	1318	1.50 Butterfinger	1518	2.35 Club Brush
2182	1.40 Hot Buffalo Pretzel PCS	2696	0.25 Salt (10pk)	1320	1.50 Baby Ruth	1519	2.10 Stick Deodorant
2183	1.40 Jalepeno Pretzel Pcs	1273	o. 25 Pepper (10pk)	1321	1.50 Twix	1520	1.95 Roll On Antiperspirant
1219	0.95 Nacho Chips	2736	1.30 Rice Instant White	1324	1.50 Three Musketeer	1521	4.45 Mennen Speed Stick
2192	1.35 Salsitas Tortilla Rounds 1.5oz	2793	1.35 Easy Mac & Cheese	1332	1.50 Sour Jacks Gummy	1524	4.45 Mennen Lady Speedstick
1221	0.95 BBQ Pork Rinds	2795	0.50 Picante Sauce Squeezer	1336	1.60 SF Hard Candy	1531	1.70 Dial Soap
2213	0.95 Hot Pork Rinds	2798	0.85 Jalepeno Cheese Squeezer	1342	1.40 Nutty Bar	1532	1.35 Wory Soap
1223	1.25 Chocolate Chip Cookies	1282	2.35 Tortilla Shells Flour	1345	1.40 Honey Bun	1534	1.55 Irish Spring
1224	0.85 Cheese Nips	2829	0.85 Oatmeal Pack	3451	1.40 Honey Bun Iced 4oz	1538	2.55 Skin Cream
2253	1.20 Animal Crackers		3.05 Refried Beans/Jalapeno 8oz	1350	1.15 Moon Pie Banana	1540	0.80 Soap Dish
All items except sales tax.	t postage and food are subject to	No inmate may	order for another	Inmates released working days to	d prior to receiving order have 3 retrieve order from facility.	PROPRIE	TARY INFORMATION

#### **PROPOSED**

Print Date: 05/18/2020

Please Print and Mark Clearly

#### OKALOOSA COUNTY DOC CRESTVIEW, FL

Proposed Menu. Items may be added or deleted.

Name :		Signature :	
Last	First	1	
Inmate Id:	Date of		Date:

Item QT	Price Description	Item QTY	Price Description	Item QTY	Price Description	Item QTY	Price Description
HYGIENE conti	nued	CLOTHING		CLOTHING con	ntinued	MISCELLANEC	<u>ous</u>
1541	0.80 Toothbrush Holder	1602	1.95 Tube Socks	6258	16.95 Sweatshirt (2XL)	1701	1.60 Letter Pad
1546	0.70 Pony Tail Hldrs (5ea)	1606	4.35 Boxer Shorts (M)	1650	10.15 Slip On Shoes (8)	7046	0.90 Pencil Mechanical #2
1552	1.95 Protein Shampoo	1607	4.35 Boxer Shorts (L)	1652	10.15 Slip On Shoes (9)	1705	0.50 Large Envelope 9x12
1554	2.55 Dandruff Shampoo	1608	4.35 Boxer Shorts (XL)	1654	10.15 Slip On Shoes (10)	1708	0.20 Legal Envelope
5543	2.80 VO5 Shampoo	1609	5.50 Boxer Shorts (2XL)	1656	10.15 Slip On Shoes (11)	1715	4.25 Art Pad
5544	2.80 VO5 Conditioner	1610	5.75 Boxer Shorts (3XL)	1658	10.15 Slip On Shoes (12)	1724	2.85 Card w/Stamp (General)
1558	1.95 Hair Conditioner 8oz	6107	6.25 Boxer Shorts (4XL)	1659	10.15 Slip On Shoes (13)	1725	2.85 Card w/Stamp (Birthday)
1566	1.95 Hand/ Body Lotion 8oz	1612	4.50 T-Shirt (M)	1662	2.75 Ladies Panties (M 7-8)	1726	2.85 Card w/Stamp (Seasonal)
1572	2.65 Cocoa Butter Lotion	1613	4.50 T-Shirt (L)	1664	2.75 Ladies Panties (L 9-10)	1730	2.90 Playing Cards
1573	0.55 Emory Board (5)	1614	4.50 T-Shirt (XL)	1666	2.75 Ladies Panties(XL 11-12)	1732	3.95 Crossword Puzzle Book
1574	3.95 Do-Rag	1615	5. 70 T-Shirt (2XL)	6699	7.55 Thermal Top (S)	7321	3.95 Word Find Puzzle Book
5808	0.90 Diphen(Benadryl)(1ea)	6155	6. 50 T-Shirt (3XL)	1670	7.55 Thermal Top (M)	1733	0.25 Eraser Cap
1583	0.35 Tampons	6156	7. 25 T-Shirt (4XL)	1671	7.55 Thermal Top (L)	1740	0.95 Tumbler
1587	4.60 Denture Adhesive	6190	14.50 Sports Bra (XL)	1672	7.55 Thermal Top (XL)	1744	0.35 Spoon
5874	7.65 Fixodent Original 1.4oz	6192	14.50 Sports Bra (M)	1673	8.55 Thermal Top (2XL)	1781	7.75 Chess Set
1591	0.80 Ear Plugs	6193	14.50 Sports Bra (L)	1674	9.00 Thermal Top (3XL)	1782	7.25 Checker Set
5912	7.45 Contact (Saline) Solution	1620	4.95 Shower Shoes (S6/8)	6871	32.95 Orange Slide Shoe (M6/F7)	POSTAL 1991	
5914	4.95 Contact Lens Case	6206	14.50 Sweatshirt (S)	6872	32.95 Orange Slide Shoe (M7/F8)	1801	0.74 Stamped Envelope
1593	0.70 lbuprofen (2pk)	6207	14.50 Sweatshirt (L)	6874	32.95 Orange Slide Shoe (M9/F10)	1803 INDIGENT	0.55 Postage Stamp
1594	1.45 Antacid	6208	15.00 Sweatshirt (XL)	6875	32.95 Orange Slide Shoe (M10/F11		7.42 Indigent Kit Okaloosa
1595	1.65 Cough Drops	1621	4.95 Shower Shoes (M9/10)	6876	32.95 Orange Slide Shoe (M11/F12	)	- Margoni Nit Ontabood
1596	1.90 Chapstick	1623	4.95 Shower Shoes (L11/12)	6877	32.95 Orange Slide Shoe (M12/F13	)	
1597	0.70 Acetaminophen (2pk)	1625	4.95 Shower Shoes (XL13/14)	6878	32.95 Orange Slide Shoe (M13/F14	)	

l	ΑII	items	except	postage	and	food	are	subject	to
ı	sal	les tax							



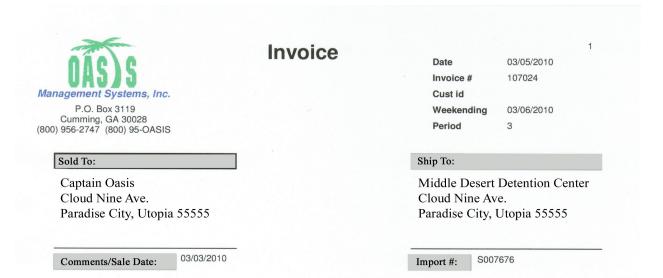
Your commission will be detailed on your invoice. Each invoice is sent out weekly. The commission is calculated on net sales minus postal items, indigent items, if any, and refunds, if any. Your commission will equal the subtotal minus these items, multiplied by your facility's commission rate.



## **Invoices**



Oasis was the first to implement an invoicing system in which you receive your commission up front. You will never have to wait on a commission check from Oasis, because with our system you keep the commission and pay us the balance.



Item #	Description	Net Subtotal
100	BEVERAGES	583.5
200	CHIPS/SNACKS	1,097.70
300	CANDY/PASTRY	725.00
500	HYGIENE	187.5
600	CLOTHING	118.99
700	MISCELLANEOUS	116.6
800	POSTAGE	130.6
TAX	MISCELLANEOUS	0.0
	Subtotal:	\$2,959.93
	Sales Tax :	\$13.55
	Subtotal Plus Sales Tax :	
	Pass Thru Items:	\$0.00
	Commission:	(\$424.39
	Please Pay:	\$2,549.09

0.00

#### Thank You For Your Business

Please Remit Payment To:

Oasis Management Systems, Inc.
P.O. Box 3119
Cumming, GA 30028

Quality Inmate Commissary Services

# Commissary and Fiduciary Management



Response to Request for Proposal No. COR 48-20

# Okaloosa County Department of Corrections Crestview, Florida

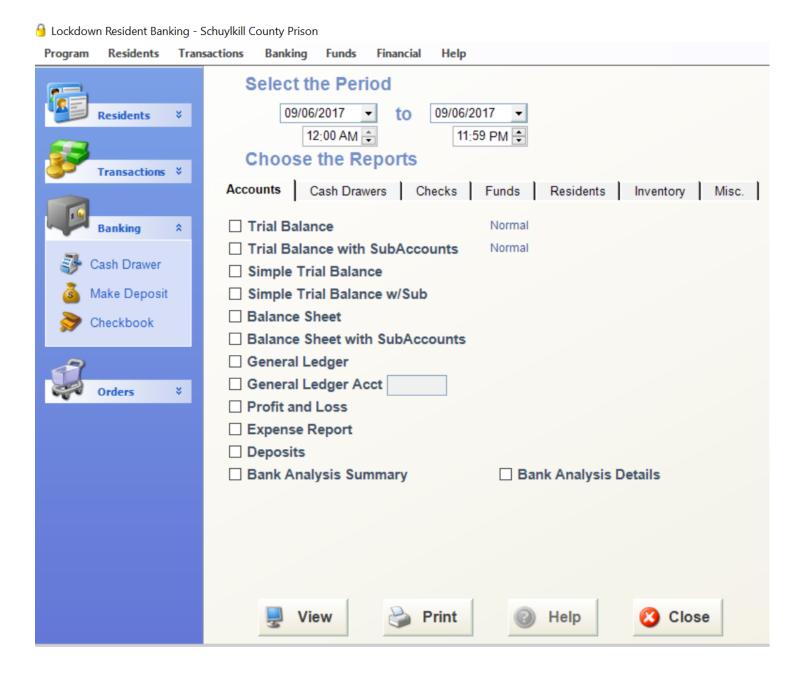
Appendix 1

## **Reports**



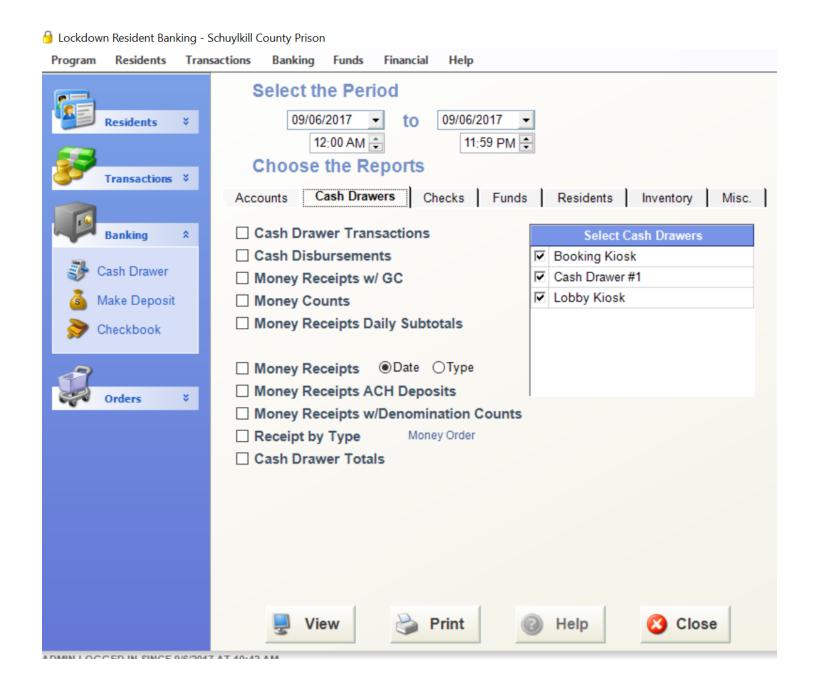
The Lockdown Resident Banking Software can generate a wide variety of reports for the facility to review at any time. Below, and on the following pages are screenshots of the most frequently used reports in the system.

The Lockdown program can create custom reports. Oasis and Tech Friends will work with the facility to identify the type of custom report needed, and develop the report in 30-90 days.

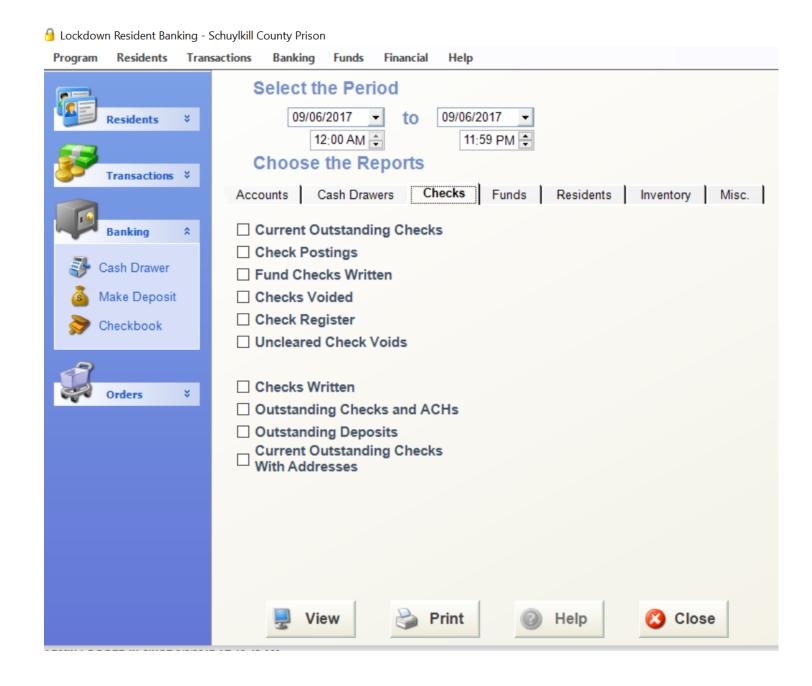


# **Reports**

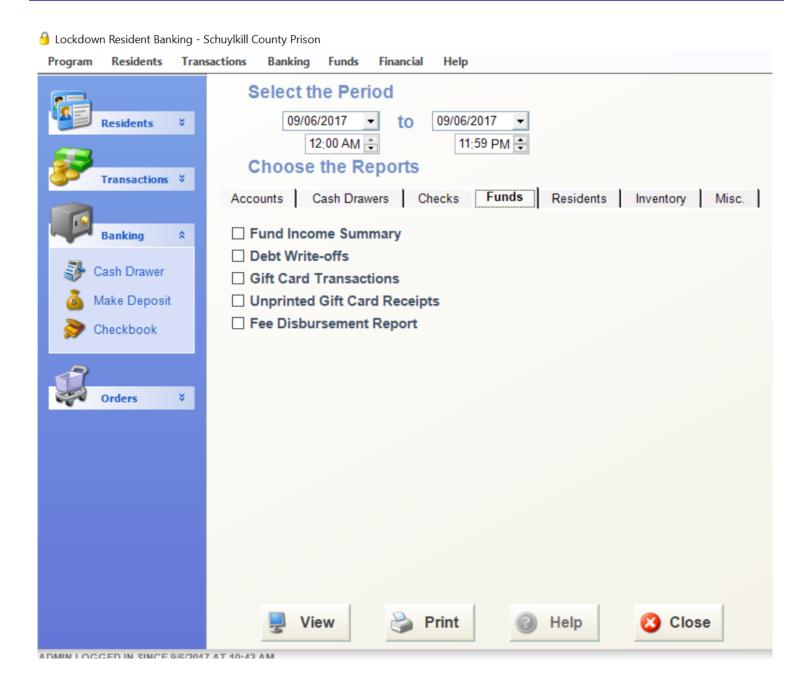




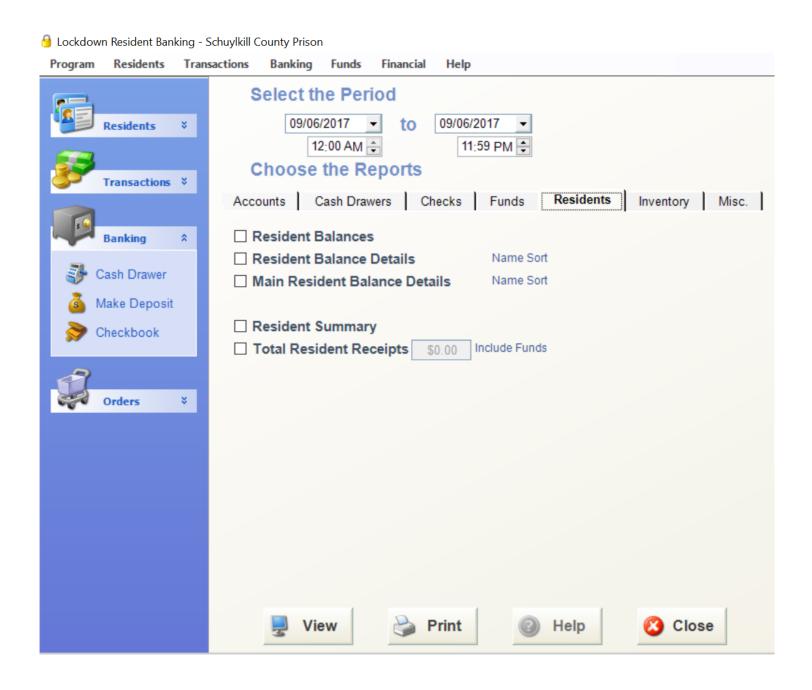




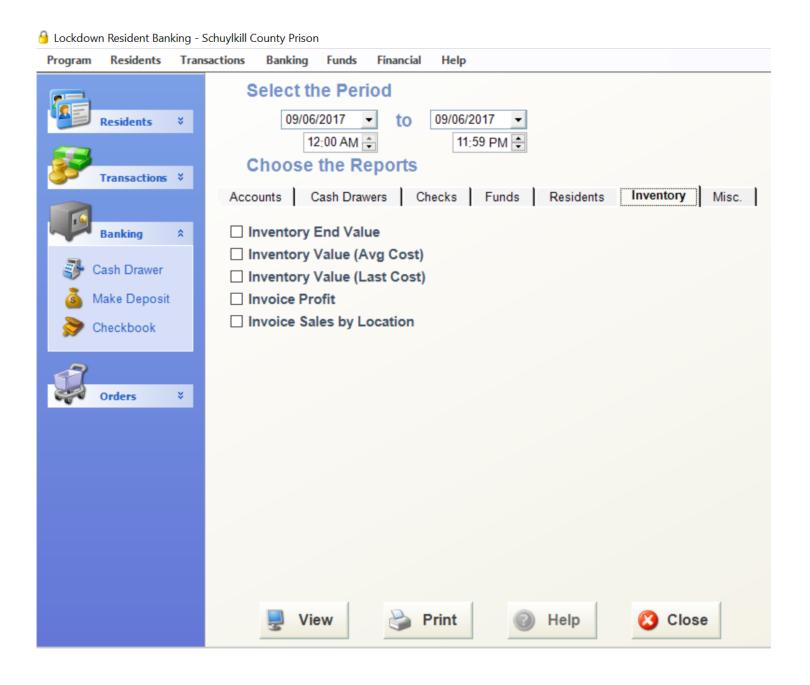




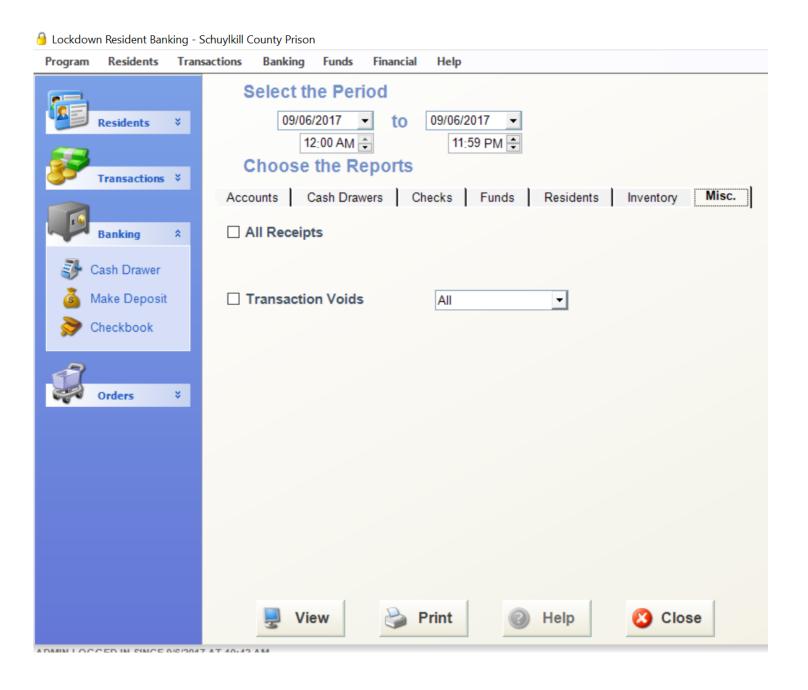




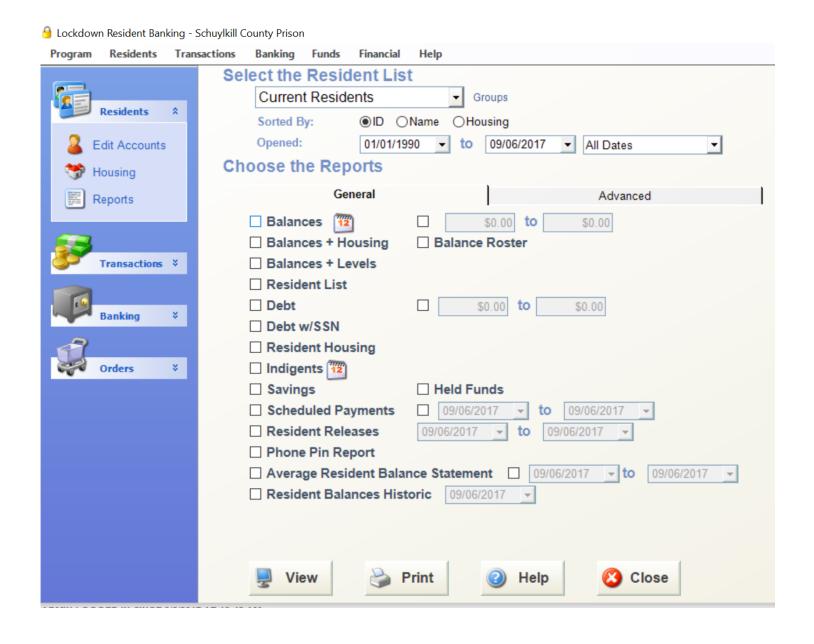
















### **Balance Sheet**



### Balances on 11/30/2017 Account: Checking

Checking Bank Accounts	\$5778112.93 \$5	778112.93	
Checking Cash In Transit	\$0.00	\$0.00	
Cash Drawer #1 LOBBY ATM BOOKING KIOSK Petty Cash Cash Drawers	-\$0.55 \$807.00 \$753.01 \$0.00	\$1559.46	
Main Held Resident Balances	\$47142.00 \$0.00		\$47142.00
Commissary General Fund Over / Short Old Admin Debt Fund Old Agency Debt Fund Old Armband Debt Fund Old Commissary Debt Fund Old Copy Debt Fund Old Facility Debt Fund Old Medical Debt Fund Old Miscellaneous Debt Fund Old Subsistence Fee Debt Fund Subsistence Fee Fund Admin Fee Fund Agency Fee Fund Armband Fee Fund Copy Fee Fund Facility Fee Fund Meal Fee Fund Medical Fee Fund Medical Fee Fund	\$3115922.03 \$1039507.58 \$1932.34 \$21.49 \$56.51 \$22.87 \$3945.09 \$1.50 \$21.18 \$12010.54 \$213.11 \$78648.37 \$679170.88 \$9.99 \$59.00 \$2502.95 \$1045.21 \$11627.78 \$10.00 \$103835.41		



### **Balance Sheet**

Haircut Fund	\$25723.03
OASIS LOBBY KIOSK CASH DEPOSIT FEE FUNI	\$1107.00
LOBBY ATM GIFT CARD FUND	-\$1201.00
Phone Card Fund	\$645943.49
Miscellaneous Fee Fund	\$2134.53
DEBIT CARDS	\$1817.50
Inmate Welfare Fund	\$5893.11
ERROR COLLECTION FUND	\$246.75
Fund Balances	

\$5732530.39

\$5779672. \$5779672.



### Sample General Ledger Report– partial

	_							
				General Ledge	r			
			Ва	lance Period 10/1/2018 to 10/	1/2018			
					<u>Debit</u>	<u>Credit</u>	<u>Debit</u>	<u>Credit</u>
				Asset				
1000	Bank Accounts							
	Checking				\$7441.10			
	ACHPay	10/1/2018	250900	ACH #1542 posted on 9/28/201	8.	\$39.38		
	Deposit	10/1/2018		Deposit \$282.80 Cash from	\$282.80			
	Deposit	10/1/2018	250906	Deposit \$901.00 Cash from LOI	3BY \$901.00			
	Checking			\$858	35.52			
	Total: Bank Accoun	ts					\$8585.52	
1050	Cash In Transit							
	Checking				\$0.00			
	MoneyCnt	10/1/2018	250903	MONEY COUNT OF BOOKING	\$282.80			
	Deposit	10/1/2018	250904	Deposit \$282.80 Cash from		\$282.80		
	MoneyCnt	10/1/2018		MONEY COUNT OF LOBBY KI				
	Deposit 	10/1/2018	250906	Deposit \$901.00 Cash from LOI	3BY 	\$901.00		
	Checking			\$	0.00			
	Total: Cash In Trans	sit					\$0.00	
1100	Cash Drawers							
	Cash Drawer #1				\$0.00			
	Add	10/1/2018	250920	Check# 48562	\$22.68			
	Add	10/1/2018	250921	Check# 48560	\$0.08			
	Cash Drawer #1			\$2	22.76			
	BOOKING KIOSK 1				\$0.00			
	Add	10/1/2018	250940	CASH ON INTAKE	\$86.11			
	BOOKING KIOSK	1		\$8	36.11			
	BOOKING KIOSK 2				\$282.80			
	MoneyCnt	10/1/2018	250903	MONEY COUNT OF BOOKING		\$282.80		
	BOOKING KIOSK	2		;	00.00			
	LOBBY KIOSK				\$861.00			
				Liability				
2000	Resident Balances							
	3086 : Cantrell, Br	rian F					\$0.16	
	33779 : FREE, SA	ANDY J					\$0.08	
	2470 : TATE. DEN						\$0.25	
	27045 : OWENBY		ER S				\$2.33	
	5192 : MOONEY. 4834 : Nelms. Sid						\$0.02 \$0.15	
	36399 : KELLEY.						\$0.25	



### Sample General Ledger Report- partial

				General Ledger				
				· ·	<u>Debit</u>	Credit	Debit	Credit
	BillPay	10/1/2018	250970	Phone time ordered through the	\$4.25			
	BillPay	10/1/2018		Phone time ordered through the	\$10.25			
	BillPay	10/1/2018	250977	Phone time ordered through the	\$5.25			
	BillPay	10/1/2018	250979	Phone time ordered through the	\$4.25			
	BillPay	10/1/2018	250988	Phone time ordered through the	\$10.25			
	BillPay	10/1/2018	250993	Phone time ordered through the	\$51.25			
	BillPay	10/1/2018	251009	Phone time ordered through the	\$2.25			
	BillPay	10/1/2018	251011	Phone time ordered through the	\$9.25			
	BillPay	10/1/2018	251013	Phone time ordered through the	\$1.25			
	BillPay	10/1/2018		Phone time ordered through the	\$5.25			
	BillPay	10/1/2018		Phone time ordered through the	\$10.25			
	Phone Time Fund			\$293.50				
	Total: Fund Incom	ie - XFER					\$330.50	
5602	Fund Income - Bank	Credits						
0002		e - Bank Credits					\$0.00	
5603	Fund Income - Count	Errors						
0000		e - Count Errors					\$0.00	
5606	Fund Income - ACH							
	Total: Fund Incom	ie - ACH					\$0.00	
					-	T	64740.05	60.00
				Equity	EX	pense Total:	\$1748.25	\$0.00
				Equity				
9000	Retained Earnings							
	Total: Retained Ea	arnings						\$0.00
9001	Unrealized Earnings							
	Commissary					\$8.72		
	General Fund					\$1.50		
	DAMAGES FUND					\$35.00		
	MEDICAL FUND					\$3607.25		
	LOBBY KIOSK FEE	E ELIND				\$17.00		
	GIFT CARD DEPO					\$72.47		
	INDIGENT FUND	SHSTOND				\$17300.43		
						\$17300.43		624042.27
	Total: Unrealized I	Earnings						\$21042.37
				General Ledger				
				John Lougo	<u>Debit</u>	Credit	<u>Debit</u>	Credit
						Equity Total:	\$0.00	\$21042.37
					'	Equity Total.	Φ0.00	ΨZ1042.31

# Attachment "B" Insurance Requirements

#### Attachment "B"

#### GENERAL SERVICES INSURANCE REQUIREMENTS – w/CYBER LIABILITY

#### **CONTRACTORS INSURANCE**

- 1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and the certificate of insurance has been approved by the Okaloosa County Risk Manager or designee.
- 2. All insurance policies shall be with insurers authorized to do business in the State of Florida and having a minimum rating of A, Class X in the Best Key Rating Guide published by A.M. Best & Co. Inc.
- 3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
- 4. With the exception of Workers' Compensation policies, the County shall be shown as an Additional Insured with a Waiver of Subrogation on the Certificate of Insurance.
- 5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Contractor.
- 6. The County reserves the right at any time to require the Contractor to provide copies of any insurance policies to document the insurance coverage specified in this Agreement.
- 7. Any subsidiaries used shall also be required to obtain and maintain the same insurance requirements as are being required herein of the Contractor.
- 8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered a breach of contract.

#### WORKERS' COMPENSATION INSURANCE

- 1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.
- 2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
- 3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.
- 4. A Waiver of Subrogation is required to be shown on all Workers Compensation Certificates of Insurance.

#### **BUSINESS AUTOMOBILE LIABILITY**

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 (One Million Dollars) combined single limit each accident. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

#### COMMERCIAL GENERAL LIABILITY INSURANCE

- 1. The Contractor shall carry Commercial General Liability insurance against all claims for Bodily Injury, Property Damage and Personal and Advertising Injury caused by the Contractor.
- 2. Commercial General Liability coverage shall include the following:
  - 1.) Premises & Operations Liability
  - 2.) Bodily Injury and Property Damage Liability
  - 3.) Independent Contractors Liability

- 4.) Contractual Liability
- 5.) Products and Completed Operations Liability
- 3. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

#### **CYBER LIABILITY**

The Contractor shall carry Cyber Liability insurance coverage for third party liability. Coverage will include ID Theft Monitoring, Credit Monitoring (if necessary) & Notification. Coverage must be afforded for negligent retention of data as well as notification and related costs for actual or alleged breaches of data.

#### INSURANCE LIMITS OF LIABILITY

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

IIMIT

		<u>LIMIT</u>
1.	<ul><li>Workers' Compensation</li><li>1.) State</li><li>2.) Employer's Liability</li></ul>	Statutory \$500,000 each accident
2.	Business Automobile	\$1,000,000 each accident (A combined single limit)
3.	Commercial General Liability occurrence	\$1,000,000 each  Bodily Injury & Property Damage \$1,000,000 each occurrence Products and completed operations
4.	Personal and Advertising Injury	\$1,000,000 each occurrence
5.	Cyber Liability	\$1,000,000 per claim

#### NOTICE OF CLAIMS OR LITIGATION

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Contractor's

knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

#### INDEMNIFICATION & HOLD HARMLESS

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.

#### **CERTIFICATE OF INSURANCE**

- 1. Certificates of insurance indicating the project name and number and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
- 2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day prior written notice of cancellation; ten (10) days' prior written notice if cancellation is for nonpayment of premium.
- 3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice to the County. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
- 4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
- 5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
- 6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection.
- 7. All deductibles or self-insured retentions (SIRs), whether approved by Okaloosa County or not, shall be the Contractor's full responsibility.

8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

#### **GENERAL TERMS**

Any type of insurance or increase of limits of liability not described above which, the Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.

Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered breach of contract.

The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.

Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Contractor hereby waives all rights of subrogation against Okaloosa County and its employees under all the foregoing policies of insurance.

#### EXCESS/UMBRELLA INSURANCE

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an EXCESS/UMBRELLA insurance policy. In all instances, the combination of primary and EXCESS/UMBRELLA liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement. An Excess liability policy must be submitted indicating which policy it applies to.

#### Attachment "C" Civil Rights Clauses

#### Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), as applicable, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/31/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: Sara Penn Hamlin					
Pritchard & Jerden, Inc. 950 East Paces Ferry Road NE		PHONE (A/C, No. Ext): 404-238-9090	FAX (A/C, No): 404-261-5440				
Suite 2000		E-MAIL ADDRESS: shamlin@pjins.com					
Atlanta GA 30326-1384		INSURER(S) AFFORDING COVERAGE	NAIC#				
		INSURER A: Continental Casualty Company	20443				
INSURED	OASIS-1	INSURER B : STATE AUTO PROP & CAS INS CO	25127				
Oasis Management Systems, Inc Karyn Ibert		INSURER C: Travelers	5606				
5320 Lake Pointe Ctr Dr Ste A		INSURER D :					
Cumming GA 30041		INSURER E :					
		INSURER F:					
COVERAGES	CERTIFICATE NUMBER: 1973661150	REVISION NU	MBER:				

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NSR TR		TYPE OF INSURANCE	ADDL SUBR		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
В	X	COMMERCIAL GENERAL LIABILITY	Y	PBP 2856075	2/1/2020	2/1/2021	EACH OCCURRENCE	\$1,000,000
		CLAIMS-MADE X OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
	GEN	LAGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$ 2,000,000
		POLICY PRO- JECT LOC					PRODUCTS - COMP/OP AGG	\$ 2,000,000
		OTHER:						\$
В	AUT	OMOBILE LIABILITY	Y	BAP 2474800	74800 2/1/2020	2/1/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	X	ANY AUTO					BODILY INJURY (Per person)	s
		OWNED SCHEDULED AUTOS ONLY					BODILY INJURY (Per accident)	s
		HIRED NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	s
							Physical Damage	\$ \$1,000 ded
В	X	UMBRELLA LIAB X OCCUR	Y	Y PBP 2856075	2/1/2020	2/1/2021	EACH OCCURRENCE	\$5,000,000
		EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$ 5,000,000
		DED RETENTION\$						\$
C		KERS COMPENSATION EMPLOYERS' LIABILITY Y/N		UB-2P4161080	1/1/2020	1/1/2021	X PER STATUTE OTH-	
		PROPRIETOR/PARTNER/EXECUTIVE Y	N/A				E.L. EACH ACCIDENT	\$1,000,000
	(Man	fandatory in NH)					E.L. DISEASE - EA EMPLOYEE	\$1,000,000
	DES	s, describe under CRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$1,000,000
A	Crim	e net Liability		652192685 425538309	2/1/2020 2/1/2020	2/1/2021 2/1/2021	Limit Limit	\$1,000,000 \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Okaloosa County
602-C N. Pearl St.
Crestview, FI 32536

CERT	TFICA	TE HO	LDER

CANCELLATION

Okaloosa County Department of Correction

1200 E. James Lee Blvd

1200 E. James Lee Blvd Crestview FL 32548

Michael Mellars

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SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE