

AGREEMENT RELATING TO CORRECTIONS
CASE MANAGEMENT SOFTWARE SERVICES (P.D. 21-22.002)

THIS AGREEMENT is made and entered into by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "County"), with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502, and Corrections Software Solutions, LP, a foreign limited partnership authorized to conduct business in the State of Florida (hereinafter referred to as "Contractor"), FEI Number 20-4203467, whose principal address is 316 North Lamar Boulevard, Austin, Texas 78703 (each at times being referred to as "party" or "parties").

WITNESSETH:

WHEREAS, the County issued a Request for Proposals to procure a case management software program for the Escambia County Corrections Department (P.D. 21-22.002); and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of case management software implementation, training, maintenance and support services as specified herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. Term. This Agreement shall commence upon the date last executed by the parties and continue for a term of thirty-six (36) months. Upon mutual agreement of the parties, the contract may be renewed for up to two additional twelve (12) month periods, up to a maximum of sixty (60) months.
3. Scope. Contractor agrees to perform in accordance with the Scope of Services outlined in *Escambia County's Request for Proposals Case Management Software - Corrections, Specification No. P.D. 21-22.002*, attached hereto as **Exhibit A**, and the Contractor's Statement of Work and Milestone Schedule, attached hereto as **Exhibit B**.
4. Compensation. In exchange for Contractor's provision of the Scope of Services referenced in Section 3 above, County shall pay Contractor in accordance with the Contractor's Fee Schedule, attached hereto as **Exhibit C**.
5. Method of Billing and Payment. Contractor may request payment from County by the submission of a properly executed original invoice. Invoices shall reflect the amount due and owing and the nature of the work performed with appropriate supporting documentation. Invoices shall be submitted in duplicate to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

All payments under this Agreement and interest on any late payments shall be governed by and

construed in accordance with the Local Government Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

6. Liquidated Damages. Time is of the essence in the performance of the Scope of Services assigned pursuant to this Agreement. Contractor shall complete the Discovery Phase, Conversion and Development Phase, and the Installation Phase (the "initial implementation") on or before September 25, 2023, as specified in the Milestone Schedule provided in **Exhibit B**.

County and Contractor recognize that, since time is of the essence for the performance of this Agreement, County will suffer financial loss if the Contractor fails to complete the initial implementation within the timeframe specified. Should Contractor fail to complete the initial implementation within the timeframe specified, County shall be entitled to assess, as liquidated damages, the sum of \$500 for each calendar day of delay that extends beyond specified time limit for initial implementation. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County's actual damages at the time of contracting if Contractor fails to complete the initial implementation within the timeframes specified. The foregoing remedy shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy in the event of the Contractor's material default of the Agreement.

7. Grant of License. During the term of this Agreement, Contractor agrees to grant County a non-exclusive License to use or access certain software programs and related materials for the designated processing system subject to the terms and conditions set forth in the Licensing Agreement, attached hereto and incorporated herein as **Exhibit D**.

8. Service Level. During the term of this Agreement, Contractor agrees to comply with the terms of the Service Level Agreement (SLA), attached hereto and incorporated herein as **Exhibit E**.

9. Ownership and Transfer of County Data. County shall own all right, title and interest to content, data, and information maintained by Contractor in connection with the performance of its duties pursuant to this Agreement ("County Data"). Contractor agrees County Data maintained by Contractor will not be used or disclosed to a third party for any purpose unrelated to the performance of this Agreement.

Within thirty (30) days after the expiration or termination of this Agreement, Contractor agrees to provide the County with a complete copy of all County Data in a standard transaction file format via secure electronic transfer or as otherwise specified by the County. For a period of one year following the date of termination or expiration of the Agreement, the Contractor will also provide the County with one read-only license to access County Data maintained in Contractor's database.

10. Accountability. Contractor agrees to maintain personnel, financial, and other records and accounts as are necessary to properly account for all funds expended in the performance of this Agreement. These records and accounts shall be subject at times to inspection, review, or audit for a period of five (5) years following the termination or expiration of this Agreement unless said records are the subject of audit or litigation, in which case they shall be retained indefinitely pending resolution of such review.

11. Data Protection. Contractor shall utilize Microsoft Azure Government Cloud to ensure data security and will not use or make available any personally identifiable information to third parties without County's consent or as required by law. Contractor acknowledges that its handling of information on behalf of County may be subject to federal, state or local laws, rules, regulation and restrictions regarding the privacy of consumer information. Contractor agrees to comply with all of such laws, rules, regulations and restrictions at its sole cost and expense.

12. Termination. The County may terminate the Agreement immediately for cause or for convenience upon providing thirty (30) days' prior written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days' prior written notice to the County. In the event of termination by either party as provided herein, the Contractor shall be paid for services performed through the date of termination, but Contractor shall not be entitled to any other recovery against County, including, but not limited to, damages or any anticipated profit on portions of work not performed.

13. Indemnification. The Contractor shall indemnify, defend and hold harmless County and its officers, directors, employees, and agents from and against any and all liability, loss, cost, or expense including, without limitation, reasonable attorney's fees, arising out of or in connection with the negligence, recklessness, or wrongful misconduct of Contractor in the performance of its duties and obligations pursuant to this Agreement. The parties hereto understand and agree that such indemnification by Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. Contractor agrees to pay on behalf of County, as well as provide a legal defense for the County, both of which will be done only if and when requested by County, for all claims relating to this Agreement. Such payment on the behalf of County shall be in addition to any and all other legal remedies available to County and shall not be considered to be the County's exclusive remedy.

14. Insurance. During the term of this Agreement, Contractor is required to carry the following insurance:

- (a) Commercial General Liability, Form CG1, with \$1,000,000 per occurrence/\$2,000,000 annual aggregate;
- (b) Business Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles;
- (c) Cyber Liability with \$5,000,000 per occurrence/\$5,000,000 annual aggregate;
- (d) Products Liability with \$1,000,000 per occurrence/\$2,000,000 annual aggregate;
- (e) Business Interruption with \$1,000,000 per occurrence/\$2,000,000 annual aggregate;
- (f) Florida statutory Workers' Compensation and employers' liability with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease;
- (g) Fidelity Bond/Dishonesty Liability with \$1,000,000 per occurrence coverage limit;
- (h) E&O/ Professional Liability with \$2,000,000 per occurrence/\$4,000,000 annual aggregate; and
- (i) Commercial Umbrella/Excess with \$5,000,000 per occurrence and in the annual aggregate in addition to CGL, Automobile, and Professional Liability limits provided above.

It is understood and agreed, if Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days' advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to the Escambia County Office of Purchasing, 213 Palafox Place, Pensacola, Florida 32502.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies except workers' compensation and professional liability. Certificates of Insurance shall be provided to Escambia County Office of Purchasing prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

15. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

16. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

Corrections Software Solutions, LP
Attention: Partner
316 North Lamar Boulevard
Austin, TX 78703

Escambia County
Attention: County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days' prior notice of the address change.

17. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

18. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed

except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract. In such case, the Contractor shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontractor work).

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:

**Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947**

19. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

20. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements related to the performance of this Agreement including but not limited to those dealing with taxation, worker's compensation, equal employment and safety.

21. Permits, Licenses and Taxes. All permits and licenses necessary for the prosecution of the work shall be procured and paid for by Contractor. If Contractor performs any work without obtaining, or contrary to, any such permits or licenses necessary for the prosecution of the work, Contractor shall bear all costs arising therefrom. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the work. Contractor shall pay all sales, consumer, use and other similar taxes associated with the work or portions thereof, which are applicable during the performance of the work.

22. Employment Eligibility Verification (E-VERIFY). In accordance with §448.095, Florida Statutes, Contractor shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term

of this Agreement. If Contractor enters into a contract with a subcontractor performing work or providing services on its behalf, Contractor shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

23. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

24. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement 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 of the terms and provisions hereof.

25. Authority. Any individual executing this Agreement on behalf of a business entity or governmental party represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with any duly adopted action of the governing board of said party, as may be applicable and in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

26. Exhibits. In the event of a conflict between the terms of this Agreement and the Exhibits referenced in this Agreement, the terms of this Agreement shall prevail. The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement.

Exhibit A: Escambia County's Request for Proposals P.D. 21-22.002
Exhibit B: Contractor's Statement of Work and Milestone Schedule
Exhibit C: Contractor's Fee Schedule
Exhibit D: Licensing Agreement Terms and Conditions
Exhibit E: Service Level Agreement

27. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Witness

By: _____
Wesley J. Moreno, County Administrator

Date: _____

Witness

BCC Approved: _____

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, DCA

Date: 03-16-2023

CONTRACTOR: CORRECTIONS SOFTWARE
SOLUTIONS, LP

ATTEST:

Witness: _____

Witness: _____

By: _____
Michael Boswell, Partner

Date: _____



Board of County Commissioners Escambia County, Florida

Jeff Bergosh
District One
Chairman

Douglas B. Underhill
District Two
Vice-Chair

Lumon J. May
District Three

Robert D. Bender
District Four

Steven Barry
District Five

REQUEST FOR PROPOSALS

Case Management Software - Corrections SOLICITATION NUMBER PD 21-22.002

Responses will be received until: 2:00 p.m., June 23, 2022	Pre-solicitation Conference: 2:00 p.m., on June 6, 2022
<p>Bid Delivery/Courier Address: Escambia County Office of Purchasing 213 Palafox Place 2nd Floor, Matt Langley Bell, III Building Pensacola, FL 32502</p> <p>OR Upload Via Vendor Registry</p> <p>Bid Opening Audio & Video: Click here to join the meeting</p> <p>Bid Opening Audio Only: (863) 333-5817 Conference ID: 226 833 759 #</p>	<p>Pre-Solicitation Audio & Video: Click here to join the meeting</p> <p>Pre-Solicitation Audio Only: (863) 333-5817</p> <p>Conference ID: 265 616 761 #</p>

Board of County Commissioners

Jeff Bergosh, Chairman
Douglas B. Underhill, Vice Chairman
Steven Barry
Lumon J. May
Robert D. Bender

Assistance:

Roxanne Carrero
Purchasing Coordinator
Phone: 850-595-4985
Email: RBCarrero@myescambia.com

Escambia County Office of Purchasing
213 Palafox Place
2nd Floor, Matt Langley Bell III Building
Pensacola, FL 32502

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

SPECIAL ACCOMODATIONS

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing at 850-595-4953 at least five (5) working days prior to the solicitation opening. If you are hearing or speech impaired, please contact the Office of Purchasing at 850-595-4684 (TTY).

Escambia County, Florida
Request for Proposals

Proposer's Checklist

**Case Management Software - Corrections
Solicitation Number PD 21-22.002**

HOW TO SUBMIT YOUR PROPOSAL

- Please review this document carefully. Offers that are accepted by the County are binding contracts. **Incomplete proposals are not acceptable.** All documents and submittals shall be received by the Office of Purchasing on or before the date and time specified for receipt. Late proposals will be returned unopened.
- Documents submitted with Proposals are to be on the forms provided in the Request for Proposal.
- Electronic Copies – The County requests that, whenever possible, electronic documents and/or copies submitted to the County be ADA compliant.

THE FOLLOWING DOCUMENTS SHALL BE INCLUDED WITH THE PROPOSAL:

- Proposal response – One (1) original and one (1) electronic copy via CD or flash drive **OR** a complete response uploaded via Vendor Registry.
- Letter from insurance carrier as to capacity to provide a Certificate of Insurance as specified in the "Insurance Requirements" portion of the attached Special Terms and Conditions.
- Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes, on Entity Crimes.
- Drug-Free Workplace Form.
- Information Sheet for Transactions and Conveyances Corporate Identification.
- Certificate of Authority to do Business from the State of Florida. (Information can be obtained at <http://www.sunbiz.org/search.html>)
- Conflict of Interest Form
- E-Verify Certification Form

BEFORE YOU SUBMIT YOUR PROPOSAL, HAVE YOU:

Placed your proposal with all required submittal items in a sealed envelope, clearly marked with the solicitation number, project name, name of firm submitting the proposal, and the response due date and time for which the proposal shall be received?

THE FOLLOWING SUBMITTAL SHALL BE REQUIRED UPON NOTICE OF AWARD:

- Certificate of Insurance
- Signed Agreements

HOW TO SUBMIT A "NO PROPOSAL":

If your firm does not wish to submit a proposal at this time, please remove the Proposer Solicitation, Offer, and Proposal form from the solicitation package and enter "No Proposal" in the "Reason for no Proposal" block, the firm's name, firm's address, and signature of a person authorized to sign on behalf of the firm.

**Case Management Software - Corrections
PD 21-22.002**

REQUEST FOR PROPOSALS

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**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A),
FLORIDA STATUTES, ON ENTITY CRIMES**

1. This sworn statement is submitted to _____
(Print Name of Public Entity)

By _____
(Print Individual's Name and Title)

For _____
(Print Name of Entity Submitting Sworn Statement)

Whose business address is:

And, if applicable, its Federal Employer Identification Number (FEIN) is: _____

If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
 - c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which

bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

- d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **Indicate which statement applies.**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it is not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the final order.)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY, AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature

Sworn and subscribed before me this _____ day of _____

20_____. Personally known _____ OR produced identification _____

Notary Public: State of _____

My Commission Expires: _____

(Printed, Typed, or Stamped Commissioned Name of Notary Public)

DRUG-FREE WORKPLACE FORM

The undersigned vendor, in accordance with Florida Statute 287.087, hereby certifies that

_____ does:

(Name of Business)

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 danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, 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 bid a copy of the statement specified in Paragraph One (1).
4. In the statement specified in Paragraph One (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or pleas of guilty or nolo contendere to, any violation of Chapter 893 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 a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs One (1) through Five (5).

Check One:

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

_____ As the person authorized to sign this statement, this firm **does not** fully comply with the above requirements.

Offeror's Signature

Date

**INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE
IDENTIFICATION**

(Page 1 of 2)

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital that all information is accurate and complete. Please be certain that all spelling, capitalization, etc. is exactly as registered with the state or Federal government.

(Please Circle One)

Is this a Florida Corporation:

Yes or No

If not a Florida Corporation:

In what state was it created: _____

Name as spelled in that state: _____

What kind of Corporation is it:

"For Profit" or "Not for Profit"

Is it in good standing:

Yes or No

Authorized to transact business in Florida:

Yes or No

State of Florida Department of State Certificate of Authority Document Number: _____

Does it use a registered fictitious name:

Yes or No

Names of Officers:

President: _____

Secretary: _____

Vice President: _____

Treasurer: _____

Director: _____

Director: _____

Other: _____

Other: _____

Name of Corporation (As Used in Florida):

(Spelled Exactly as it is Registered with the State or Federal Government)

Corporate Address:

Please provide both the Post Office Box and street address for mail and/or express delivery; also, for recorded instruments involving land.

Post Office Box: _____

City, State, Zip: _____

Street Address: _____

City, State, Zip: _____

Please complete this form on the following page.

**INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE
IDENTIFICATION**
(Page 2 of 2)

Federal Employer Identification Number: _____

Contact Person for the Company: _____

Contact Email: _____ **Contact Phone:** _____

Upon Certification of Award, Contract shall be signed by the President or Vice President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded Contractor shall submit a copy of the resolution together with the executed Contract to the Office of Purchasing.

Name of Individual Who Will Sign the Instrument on Behalf of the Company:

(Spelled exactly as it would appear on the instrument.)

Title of the Individual Named Above Who Will Sign on Behalf of the Company:

END

Verified By: _____ **Date:** _____

CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

CHECK ONE

[] To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

OR

[] The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

LITIGATION STATEMENT

CHECK ONE

[] The undersigned firm has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.

[] The undersigned firm, **BY ATTACHMENT TO THIS FORM**, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE

Failure to check the appropriate blocks above may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your proposal.

Certification Regarding E-Verify

Pursuant to §448.095, Florida Statutes, the Contractor hereby certifies the following:

Contractor shall register with and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by Contractor during the term of this Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If Contractor enters into a contract with a subcontractor performing work or providing services on its behalf, Contractor shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Failure to comply with these requirements shall be cause for immediate termination of the Agreement.

In the event performance of this Agreement is or will be funded using state or federal funds, the Contractor hereby further certifies compliance with the following:

Contractor shall register with and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of individuals to work in the United States and 48 C.F.R. 52.222-54 is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the Contractor must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, (3) use E-Verify to verify the employment eligibility of all employees assigned to perform work pursuant to the Agreement, and (4) include these requirements in any related subcontracts. Failure to comply with these requirements shall be cause for immediate termination of the Agreement.

CONTRACTOR:

Business Name

Signature

Name (Printed)

Title (Printed)

Date

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer' to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgement is from the lowest, most responsible, and responsive Offeror(s).

Instructions to Offerors

1. General Information

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered to the Office of Purchasing, 2nd Floor, Room 11.101, Matt Langley Bell, III Building, 213 Palafox Place, Pensacola, FL, 32502, in a sealed envelope clearly marked:

Specification Number PD 21-22.002, Case Management Software - Corrections, Name of Submitting Firm, June 23, 2022 at 2:00 p.m. CT.

Note: If using a courier service (e.g. FedEx, UPS, US Post Office, etc.) the air-bill and envelope or box must be marked with the specification Number and Project Name on the exterior of the package.

Regardless of the method of delivery, each Offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the Offeror(s).

The following policy will apply to all methods of source selection:

A. Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors, or individuals action on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County official, their agents or employees, or any member of the relevant Selection Committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/ protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the Purchasing Manager.

B. Definitions

Blackout Period means the period between the time the bids/proposals for Invitations to Bid or the Request for Proposal, or Qualification, or Information, or Request for Letters of Interest, or the Invitation to Negotiate, as applicable, are received at the Escambia County Office of Purchasing, and the time the Board awards the Contract and any resulting bid protest is resolved or the solicitation is otherwise cancelled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees, or any member of the relevant Selection Committee, for or against a specific cause related to a pending solicitation for goods or services, in

person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

C. Sanctions

The Board may impose any one or more of the following sanctions on a non-employee for violations of the policy set forth herein:

- 1) Rejection/Disqualification of submittal;
- 2) Termination of contract; or
- 3) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

2. Intent

The intent of this Request for Proposal (RFP) is to seek competitive proposals from qualified experienced bidders for the provision and operation of an Innovative Case Management Software Program for Escambia County Community Corrections that is a stand-alone system.

3. Procurement Questions

Questions shall be directed to Roxanne Carrero, Purchasing Coordinator, at RBCarrero@myescambia.com. The last day for questions will be June 13, 2022 at 5:00 PM CT.

4. Proposal Form

This Solicitation contains a Solicitation, Offer, and Proposal Form which shall be submitted by either (choose one):

- **A sealed envelope**, with Original (wet) signature in indelible ink and signed in the proper spaces by a person authorized to sign on behalf of the firm. Responses on Vendor forms will not be accepted. Firms electing to submit original forms shall also provide a complete copy of the bid response via flash drive.

- **Uploading an Excel file to Vendor Registry** which includes the signed Proposal Form with Original signatures in indelible ink and signed in the proper spaces by a person authorized to sign on behalf of the firm. Responses on Vendor forms will not be accepted.

The Offeror's Checklist included in this Solicitation provides instructions to the Offeror on the documentation to be submitted during the procurement process.

5. Pre-Solicitation Conference

A non-mandatory Pre-Solicitation Conference will be held via Microsoft Teams and will be hosted at the Office of Purchasing, 213 Palafox Place, Pensacola, Florida, 32502, on June 6, 2022 at 2:00 p.m.

- It is strongly encouraged that all potential bidders attend this non-mandatory conference, so they can ask questions and be automatically notified of any updates prior to the Bid Opening.

6. Liquidated Damages

The County will work with the Vendor during negotiations to establish milestones for the complete roll-out of a finished product that meets the specifications herein, completion of all training, and the timeline for complete implementation.

Should the awarded vendor fail to complete any of the required milestones or make delivery of the commodities or equipment within the times(s) specified in the contract, or within such additional time(s) as may be granted by Escambia County, the County will suffer damage, the amount of which is difficult, if not impossible to ascertain therefore, the vendor shall pay to the County, as liquidated damages, the sum of **Five Hundred Dollars (\$500)** for each calendar day of delay that actual completion extends beyond the time limit specified until such reasonable time as may be required for final completion of the work. Such sum is mutually agreed upon as a reasonable and proper amount of damages the County will sustain per diem by failure of the vendor to complete the services or make delivery within the specified time. The costs for liquidated damages shall not be construed as a penalty on the vendor.

Any benchmark not met shall not extend the deadline for the next benchmark.

7. Payment

Partial billing will be accepted only for software received within the specified milestone periods as negotiated. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

8. Emergency Services

The contractor resulting from this solicitation is for services that are required during EMERGENCY situations such as hurricanes, major fires, etc. Time is of the essence during these situations and the vendor awarded this contract should be able to be contacted at any time, day, or night:

The Proposal Form provides for the emergency information to be supplied. Please be sure to include **all** this information when returning your response.

9. Contract Term/Renewal/Termination

A. The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of sixty (60) months. The contract may be renewed for one (1) additional sixty (60) month period upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

- B. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.
- C. The County retains the right to terminate the contract, with or without good cause, upon (30) days prior written notice.
- D. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

10. Price Adjustment

Upon negotiation, the contract resulting from this Solicitation may include provisions for twelve (12) months, price adjustments. Written request for price adjustment may be made every twelve (12) months, no less than 30 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bonafide cost increase to the vendor. All price adjustments shall be reviewed by the County's designated representative. If an adjustment in price is approved, it shall be accomplished by written amendment to this contract approved by the Board of County Commissioners.

11. Term of Offer

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the County within ninety (90) days from the solicitation opening date, the offeror may withdraw his offer or provide a written extension of his offer.

12. Award

Award shall be made on an "all-or-none total" basis.

13. Termination

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the County's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Escambia County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

14. Termination (Public Records Request)

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the County may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice, during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work).

15. As Specified

All items delivered shall at a minimum meet the specifications herein. Software and services delivered not as specified will be returned at no expense by Escambia County.

Non-Contract Insurance Requirements

16. Standard Insurance Requirements and Certificates

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the level of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

A. County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred", however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities but are merely minimums.

Except for worker's compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

B. Workers Compensation Coverage

The contractor shall purchase and maintain worker's compensation insurance for all worker's compensation obligations imposed by state law and with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

C. General, Automobile and Excess or Umbrella Liability Coverage

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of \$1,000,000.00 per occurrence for all liability must be provided with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employer's liability required in the worker's compensation coverage section) and the total amount of coverage required.

D. General Liability Coverage – Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

E. Business Auto Liability Coverage

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

The General Liability and Business Auto Liability policies shall be endorsed to include Escambia County as an additional insured and provide for 30-day notification of cancellation.

F. Excess or Umbrella Liability Coverage (if utilized to achieve required policy limits)

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

G. Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by

documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability and business auto liability policies.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of \$1,000.
4. Designate Escambia County as the certificate holder as follows:

Escambia County
Attention: Roxanne Carrero, Purchasing Coordinator
Office of Purchasing
213 Palafox Place, 2nd Floor
Pensacola, FL 32591
Email: Purchasing@myescambia.com

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage, the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

H. Endorsements/Additional Insurance

The County may require the following endorsements or additional types of insurance.

Termination/Adverse Change Endorsement

All of contractor's policies, except for professional liability and worker's compensation insurance, are to be endorsed, and the contractor's certificate(s) of insurance shall state, that the County shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change.

Professional Liability/Malpractice/Errors or Omissions Insurance

The contractor shall purchase and maintain professional liability or malpractice or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence.

If a claim made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts.

Coverage shall be extended beyond the policy year either by a supplemental Extended Reporting Period (ERP) of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of the claims made coverage.

Business Interruption

The Contractor shall purchase and maintain Business Interruption coverage with a limit of \$1,000,000.00 per occurrence.

Cyber Enterprise Liability Coverage

The Contractor shall purchase and maintain cyber enterprise liability coverage with a minimum limit of \$5,000,000.00 per occurrence, and which includes but is not limited to ransomware, data breach, social engineering, business interruption including extra expense, digital data recovery, network extortion, cyber privacy, network security liability, as well as electronic social, and printed media liability. Cyber and Privacy policies shall cover the Contractor's business liability for data breach in which the personal information of the County's customers is exposed or stolen by a hacker or other criminal who has gained access to the Contractor's network. This insurance shall meet CISA guidelines.

17. Indemnification

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgements, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first \$100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

REQUEST FOR PROPOSAL UNIFORM CONTRACT FORMAT

- Proposers Checklist
- Request for Proposals - Title Page
- Table of Contents
- Solicitation, Offer and Award Form
- Proposal Form(s)
- Sworn Statement Pursuant to Section 287.133 (3)(a), Florida Statutes, on Entity Crimes
- Drug-Free Workplace Form
- Information Sheet for Transactions and Conveyances and Corporate Identification
- Conflict of Interest Form
- E-Verify Certification Form
- General Terms and Conditions (By Reference)
- Special Terms and Conditions (Include Indemnification, Safety and Insurance)

Part I General Information

- 1-1 Purpose
- 1-2 Objective
- 1-3 Issuing Officer
- 1-4 Rejection
- 1-5 Inquiries
- 1-6 Addenda
- 1-7 Schedule
- 1-8 Negotiations
- 1-9 Recommended Proposal Preparation Guidelines
- 1-10 Prime Contract Responsibilities
- 1-11 Disclosures
- 1-12 Delays
- 1-13 Work Plan Control
- 1-114 Method of Payment

Part II Information Required from Contractors

- 2-1 Proposal Format and Content
- 2-2 Introduction
- 2-3 Understanding the Project
- 2-4 Methodology Used for the Project
- 2-5 Management Plan for the Project
- 2-6 Experience and Qualifications
- 2-7 Cost Proposal

Part III Criteria for Selection

Part IV Scope of Work

PART I **GENERAL INFORMATION**

1-1 **PURPOSE**

The Board of County Commissioners of Escambia County is seeking the professional services of a qualified contractor for the provision and operation of an innovative, stand-alone case management software program for Escambia County Corrections Department.

1-2 **OBJECTIVE**

The primary objective of this RFP is to select the most qualified and experienced Contractor to implement evidence-based practices and outcome-reporting capabilities including but not limited to providing consulting services and necessary software for agency administrators and employees, officers, offenders and other affiliated criminal justice agencies that are most advantageous to the County.

1-3 **ISSUING OFFICER**

The project Director shall be Wesley Moreno, Interim County Administrator. The liaison officer shall be Donna Brewton, Corrections Financial Manager, Escambia County Corrections Department. The contracting agency shall be the Escambia County Board of Commissioners, c/o the Office of Purchasing, 213 Palafox Place, 2nd Floor, Pensacola, Florida, 32502.

1-4 **REJECTION**

The right is reserved by the Board of County Commissioners to accept or reject any or all proposals or to waive any informality, existing in any proposal, or to accept the proposal which best serves the interest and intent of this project and is from the most responsive and responsible proposer.

1-5 **INQUIRIES**

All questions regarding this Request for Proposal shall be directed to Roxanne Carrero, Purchasing Coordinator, in writing via email at RBCarrero@myescambia.com.

1-6 **ADDENDA**

Any changes made in the Request for Proposal shall be brought to the attention of all of those who have provided the proper notices of interest in performing the services.

1-7 **SCHEDULE**

The following schedule shall be adhered to in so far as practical in all actions related to this procurement:

A.	Mailing (Advertisement) Date	May 20, 2022
B.	Non-Mandatory Pre-Proposal Conference	June 6, 2022 at 2:00 p.m. CT
C.	Receipt of Proposals	June 23, 2022 at 2:00 p.m. CT
D.	Short-List Meeting	June 30, 2022 at 10:30 a.m. CT
E.	Discussion/Ranking Meeting	July 29, 2022 at 1:00 p.m. CT
F.	First Negotiation with Top-Ranked Firm	August 15, 2022 at 10:00 a.m. CT
G.	2nd Negotiation Meeting (If Necessary)	August 22, 2022 at 2:00 p.m.
H.	Target Board Date	September 1, 2022

1-10 NEGOTIATIONS

The contents of the proposal of the successful firm shall become a basis for contractual negotiations.

1-11 RECOMMENDED PROPOSAL PREPARATION GUIDELINES

All contractors shall provide a straightforward and concise description of their ability to meet the RFP requirements. There shall be avoidance of fancy bindings and promotional material within. The proposal shall clearly show the technical approach to include work tasks, estimated time phasing and the proposed approach rational. The County discourages overly lengthy or costly proposals, all proposals shall be in spiral binding or "GBC" type binder with all pages 8.5" x 11" format.

1-12 PRIME CONTRACT RESPONSIBILITIES

The selected contractor shall be required to assume responsibility for all services offered in his proposal. The selected contractor shall be the sole point of contact with regard to contractual matters including payments of any and all changes resulting from the contract.

1-13 DISCLOSURE

All information submitted in response to this RFP shall become a matter of public record, subject to Florida Statutes regarding public disclosure.

1-14 DELAYS

The Project Director reserves the right to delay scheduled due dates if it is to the advantage of the project.

1-15 WORK PLAN CONTROL

Control of the work plan to be developed under the RFP shall remain totally with the Escambia County Board of Commissioners.

1-16 METHOD OF PAYMENT

Payment schedule and basis of payment shall be negotiated.

PART II INFORMATION REQUIRED FROM CONTRACTORS

ALL PROPOSALS SHALL INCLUDE THE FOLLOWING: TECHNICAL AND COST PROPOSAL

2-1 PROPOSAL FORMAT AND CONTENT

The County discourages overly lengthy and costly proposals, however, in order for the County to evaluate proposals fairly and completely, proposers should follow the format set out herein and provide all of the information requested.

2-2 INTRODUCTION

Proposals shall include the complete name and address of their firm and the name, mailing address, and telephone number of the person the County should contact regarding the proposal.

Proposals shall confirm that the firm will comply with all of the provisions in this RFP; and, if applicable, provide notice that the firm qualifies as a County proposer. Proposals shall be signed by a company officer empowered to bind the company. A proposer's failure to include these items in their proposals may cause their proposal to be determined to be non-responsive and the proposal may be rejected.

2-3 UNDERSTANDING OF THE PROJECT

Proposers shall provide a comprehensive narrative statement that illustrates their understanding of the requirements of the project and the project schedule.

2-4 METHODOLOGY USED FOR THE PROJECT

Proposers shall provide a comprehensive narrative statement that sets out the methodology they intend to employ and that illustrates how their methodology will serve to accomplish the work and meet the County's project schedule.

2-5 MANAGEMENT PLAN FOR THE PROJECT

Proposers shall provide a comprehensive narrative statement that sets out the management plan they intend to follow and illustrates how their plan will serve to accomplish the work and meet the County's project schedule.

2-6 EXPERIENCE AND QUALIFICATIONS

Provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

Provide a narrative description of the organization of the project team.

Provide a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed;

- [a] title,
- [b] resume,
- [c] location(s) where work will be performed,
- [d] itemize the total cost and the number of estimated hours for each individual named above.

After delivering an initial proposal in response to this solicitation, all submitters are prohibited from substituting, modifying, or amending those subconsultants identified in the initial written submittal at any time during the course of the solicitation process up to the final award of contract and including question-and-answer sessions, presentations or technical clarifications, and submittals as may be required by the Review/Selection Committee. A substitution or addition of subconsultants or any other material changes to the submittal after the initial response will cause the submittal to be invalid for review and selection purposes.

Provide reference names and phone numbers for similar projects your firm has completed

2-7 COST PROPOSAL

Proposer's cost proposals shall include an itemized list of all direct and indirect costs associated with the performance of this contract, including, but not limited to, total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit.

PART III CRITERIA FOR SELECTION

The Selection Criteria will be evaluated in three phases.

1. Phase 1 will determine the Short-List of firms.
2. Phases 2 & 3 will be reviewed with each short-listed firm during their presentation

(Discussion meeting) and scored during the Ranking meeting.

- a. Phase I scoring will not be considered in the final ranking.

Phase 1 Criteria – Qualifications of the Firm and Written Technical Approach

	Selection Criteria	Score Range	Weight	Maximum Score
1.	Stand-Alone System	1-5	80	400
2.	Qualification of Firm	1-5	60	300
3.	Qualification of Staff	1-5	30	150
4.	Technical Approach	1-5	30	150
Phase 1 Maximum Points Available				1,000

Each section will be evaluated using a score of 1 to 5, with 1 being the lowest score and 5 being the highest score.

The score assigned by a Selection Committee member means that the Selection Committee member deemed that:

1. = "Response is wholly unacceptable for the organization's needs."
2. = "Significant portion(s) of the response are unacceptable for the County's needs."
3. = "The response mostly meets the County's needs."
4. = "The response nearly meets all the County's needs."
5. = "The response is unconditionally acceptable for the County's needs."

The formula for calculating an evaluation score is as follows:

1. Each section has a maximum number of five points available.
2. The number of points the proposer received for each section will be multiplied by the weight of that section to obtain the weighted score for that section.
3. The total score for each section shall be added together to determine each proposer's score for Phase 1.
4. This score shall be utilized by the Selection Committee to determine which proposers are short-listed.

Phase 2 Criteria – On-Site Product Demonstration (Short-Listed Firms Only)

1. The Discussion meetings with short-listed firms will be held on-site. The County will record the audio and video for documentation of the meeting and the discussion.

Proposers will be asked to provide an oral presentation that provides the County with a basic understanding of their proposed solution. Attempting to cover every nuance of a robust software is strongly discouraged and proposers are asked to show the functional and technical capabilities of their product.

Proposers shall be prepared to answer detailed questions regarding their response to the County's functional requirements identified in the RFP, including custom modifications, data conversion, and interface requirements.

All demonstrations must be presented by staff that are familiar with the technical aspects and design constraints of the product.

2. The fact-finding portion of the presentation will follow the product demonstration. Fact-finding provides the proposer an opportunity to hear, view, and understand existing County

systems, processes and procedures, and gather all the necessary information, details, and clarifications that will assist the proposer in the preparation and finalization of their cost proposal.

3. The specific date and time for the product presentation and fact-finding will be determined once the Selection Committee names the short-listed firms. Qualified proposers shall be notified of the scheduled date and time of their presentation. The County anticipates that the length of demonstrations and fact-finding shall be limited to a maximum of a single eight-hour business day. Each short-listed proposer shall have a maximum of a single business day to provide both the product demonstrations and fact-finding.
4. **Proposer's product demonstration shall utilize only the information, data, and scenarios provided in Exhibit 1 and covered in the scenarios below, and no other information shall be utilized.** Proposer shall have all client data and scenario details set up in their system prior to the demonstration.

Phase 2 shall be evaluated and calculated based on the following weighted criteria:

	Selection Criteria	Score Range	Weight	Maximum Score
1.	Scenarios 1-18: Each scenario will be scored separately based on the product's ability to perform the required function within that specific scenario.	1-5 per Scenario	6 Points per Scenario	540
2.	Scenarios 19-26: Reporting	1-5 per Scenario	11 Points per Scenario	440
Phase 2 Maximum Points Available				1,000

Note: The scoring in the table above adds up to **980 points**. Each short-listed firm will be given 20 points to round out the scoring to an even 1,000 points for Phase 2.

Each section will be evaluated using a score of 1 to 5, with 1 being the lowest score and 5 being the highest score.

The score assigned by a Selection Committee member means that the Selection Committee member deemed that:

1. = "Response is wholly unacceptable for the organization's needs."
2. = "Significant portion(s) of the response are unacceptable for the County's needs."
3. = "The response mostly meets the County's needs."
4. = "The response nearly meets all the County's needs."
5. = "The response is unconditionally acceptable for the County's needs."

The formula for calculating an evaluation score is as follows:

1. Each section has a maximum number of five points available.
2. The number of points the proposer received for each section will be multiplied by the weight of that section to obtain the weighted score for that section.
3. The total score for each section shall be added together to determine each proposer's score for Phase 2.

Phase 2 – Scenarios 1-18 (Maximum of six points available for each):

1. John Doe was released on Pre-Trial Release Bond. Show how to open a file on a

defendant released on a Pre-Trial Release Bond.

2. John Doe Pre-Trial Release case was closed. Show how to close a Pre-Trial Release case.
3. John Doe had a previous Pre-Trial Release case that was closed. On June 18, 2020, John Doe was placed on Pre-Trial Release again. Show how to add a new case to a previously closed Pre-Trial Release case. The County wants to be able to keep all cases in the same file each time a defendant is placed on the program.
4. John Doe was previously on Pre-Trial Release. He has now been placed in another program, Pre-Trial Diversion. Please show how information from Pre-Trial Release concerning the same case can be imported for Pre-Trial Diversion. Please also show how to transfer information from Pre-Trial Release to Probation.
5. John Doe violated his probation. Please show how to process this violation.
6. Please show where case notes may be entered and how to print the notes. Example at Exhibit 2.
7. Fees have been collected for John Doe. Please show how collected fees are entered and how received payments may be subtracted.
8. Please show how fees can be paid online.
9. Please show section to indicate weekly and monthly check-ins separate from case notes.
10. Please show how a list of defendants for a specific date can be pulled.

First Name	Last Name	Case #
Rebecca	Smith	2018MM005688
Kristin	Tatum	2020MM045863
Holly	Livermore	2020MM058962
Mark	Fitzgerald	2020MM005687
Mark	Fitzgerald	2020MM005722
Mark	Fitzgerald	2020MM005977

These have a defined, formatted field for case numbers.

11. Please show that Rebecca Smith will owe \$660.00 for the cost of supervision and \$25.00 for a urinalysis.
12. Please show taking a \$55.00 payment for Rebecca Smith; specifically, a \$25.00 payment toward urinalysis and \$30.00 toward the cost of supervision.
13. Please show that Kristin Tatum owes \$330.00 for the cost of supervision. Please then show receiving a payment of \$385.00, which should reflect an overage.
14. Please show how Kristin Tatum gets a \$55.00 refund.
15. Please show that Holly Livermore owes \$660.00 for the cost of supervision, and \$100.00 for restitution.
16. Please show that Holly Livermore made a \$100.00 payment to the cost of supervision, but that it should have gone to the restitution for this case. The error is immediately noticed. Please show how this transaction is voided/corrected.
17. A few weeks have passed, and it is discovered that the \$100.00 payment should have gone to restitution for Holly's case. How is this transferred to the correct cost code?
18. Mark Fitzgerald owes \$330.00 on each of his three cases. Please show a \$100.00 payment to one case, then how to transfer that payment to a difference case.

19. It is determined that Mark Fitzgerald only owes a total of \$165.00 for case 2020MM005977.
Please show how the amount due is changed from \$330.00 to \$165.00.

Phase 2 – Scenarios 19-26 Reporting (Maximum of 11 points per scenario):

Please show how to obtain:

- 20. Daily and Weekly check-in reports. The reports shall be able to print by program, by officer, or by day, and be in alphabetical order.
- 21. A report with court dates in both a daily and monthly list.
- 22. A report of caseloads by officer.
- 23. A monthly closeout report for Pre-Trial Release, providing the following:
 - A. Successful Terminations
 - B. Revocations,
 - C. Re-Arrests,
 - D. Nolle Pros,
 - E. Dismissed Failure to Appear, etc.
- 24. A report that pulls the defendant's name, bondsman, cash bond, court orders, and case number by Failure to Appear to by revocations.
- 25. A daily report showing all transactions performed, showing name, case number, type of payment, amount of payment, and type of tender.
- 26. A report that shows cases with credit balances.
- 27. A monthly revenue report showing the total collected for each Cost Center.

Phase 3 Criteria – On-Site Product Demonstration (Short-Listed Firms Only)

<u>Fee Proposal</u>	<u>Maximum Points Available</u>
Stand-Alone Software	25
Conversion	25
Archive Previous ten (10) years	25
Implementation	25
Customization (if necessary)	25
More Customization = Reduced Score	
Training and Training Material	25
Year 1 Support (24/7/365) Cost	25
Year 2 Support (24/7/365) Cost	25
Year 3 Support (24/7/365) Cost	25
Year 4 Support (24/7/365) Cost (Pending Board Approval of renewal)	25
Year 5 Support (24/7/365) Cost (Pending Board Approval of renewal)	25

Collection and Posting of Online Payments

Credit Card Transaction Fee 25

(Not to exceed \$3.00 per transaction.)

(Percent of 25 points given for this criterion is based on cost.)

(i.e. zero cost = 25 points; \$3.00 cost = 0 points.)

Phase 3 Maximum Points Available 300

Final Ranking Scoring

Phase 2: User-Related Information 1,000 Points Maximum

Phase 3: Fees 300 Points Maximum

Total Possible Points: 1,300 Points Maximum

Exhibit 2**John J. Doe Case # 2020CF000000A**

- 5/13/20 Deft. released on PTR to MON Bond, Appt set for 5/14/20 SB
- 5/14/20 Deft. Did not report as instructed for initial appt this morning SB
Attempted contact via telephone number listed on Release Sheet, left voicemail to call back ASAP once received to reschedule appointment. Discussed possible bond revocation if Deft. Did not call back to reschedule as well. SB
- 5/15/20 Deft. Has not contacted office since missing appointment yesterday. Sent postcard to address listed on Release Sheet to contact the officer by 5/19/20 or judge would be notified. SB
- 5/21/20 Deft. Reported in for missed appointment. Instructed on bond conditions, discussed NCWV provision and told to stay in contact w/ DCF about case plan. Gave phone number to contact PD office to discuss case w/ attorney. Deft. Stated last illegal drug use was about a week ago and last alcohol use was the same date, discussed no more while case is pending. Deft. Told to report in person weekly. Discussed 6/4/20 court date. No questions. SB
- 5/27/20 Deft. checked-in in person. No changes. Next court date 6/4/20. Told deft to report in person next Thursday after court to discuss result. SB
- 6/4/20 Deft checked-in in person. No changes. Next court date 8/19/20 (no WWR due to coronavirus) SB
- 6/15/20 Deft called. Reported new phone number. Updated in system today. Discussed possible mental health diagnosis, deft stated he is not currently receiving treatment or taking meds for any diagnosis. SB
- 6/18/20 Deft in, checked-in in person. No changes. Next court date 8/19/20 (no WWR due to coronavirus) SB

PART IV SCOPE OF WORK

The Contractor shall provide an innovative case management software program for Community Corrections. The proposed solution shall be operational 24 hours a day, 7 days a week, supporting the Community Corrections functions for Accounting, Check Diversion, Community Service, Misdemeanor Probation, Pre-Trial Diversion, Pre-Trial Release, and Work Release.

There will be a minimum of 45 users, and our emphasis is on an innovative case management software program. Community Correction employees are based primarily in three locations and are connected by the Escambia County network. The Community Corrections Division serves a monthly minimum of 2,100 offenders. The case management part of the Supervision Solution should have the capability to accommodate a single name record entry (See Attachment I) and be able to track all case management, accounting, and community service for that name record. It shall also be able to provide file storage, electronic email, calendaring, network printing, electronic document imaging, auditing, and management services. Both on premise and cloud software components will be entertained.

While the County understands that an innovative case management computer software program may need to be customized to meet our needs, an "off-the-shelf" type of solution that can provide excellence in case management, reduce rework, eliminate duplicate and repetitive input processes, reduce mistakes, and run accurate reports is highly preferred. The solution should allow for higher department efficiency and accuracy, enhance customer service, and enhance the tracking of cases throughout the Community Corrections division.

The Contractor shall provide the following:

- A. A fully integrated mobile component for offender to communicate with officers.
- B. A fully integrated mobile communication component for Officers to communicate with offenders.
- C. At their own expense, the Vendor shall provide all applicable on-premises systems and equipment, and/or web-based system (as required). All systems shall have redundant backup systems in place. All services provided shall be in accordance with Florida Statute 815 Florida Computer Crimes Act, or any other applicable Florida Statute, the Escambia County Board of County Commissioners, the Escambia County Department of Corrections, and the Community Corrections Division, rules, regulations, policies and procedures.
- D. A general history and description of the company, including the number of years they have been engaged in developing and supporting criminal justice case management systems, number of employees, organizational structure, and background of principal personnel.
- E. Résumés for all personnel assigned to work with Escambia County, denoting whether the person is an active employee of the Contractor.
- F. Three references that are currently using the case management program to be installed.
- G. The Community Corrections staff shall have the ability to track an offender and be able to confirm the date, time, and location of a tracking event. In addition, these services may have the capability of being accessed through a secure internet connection and fully supported by a secure database for transactional records.
- H. A fully integrated mobile communication component where if an offender tampers with the communications component or fails to comply with any rule of passive offender tracking (inclusive of exclusion and inclusion zones), that the proper notifications will be generated and issued for offender and staff as determined by the County.

- I. A provision that a live person can respond to any Community Corrections Staff questions regarding notifications. Hours of availability to be 24/7/365.
- J. For the offenders to make online and on-site credit card payments for fines, fees, and restitution from a secure smart phone application (preferably one already in use by the County). Then only bill the offender for the credit card transaction fee at a set amount per transaction.
- K. Automatically provides date, time, and location information for all offender activities, meetings, and appointments to offender via a secure native smart phone application; have the ability for offender to update their address and employment information from a secure native smart phone application; provide a native smart phone application for offenders which requires two factor authentication including server-side bio-identification without the use of additional hardware add-ons to phone; provide functionality for monitoring offender location and curfew with the use of Geo-fencing; and provide the ability for offenders to submit contact based on agency administered questions, offender category, and contact type.
- L. Shall be able to provide reports on these items above.
- M. A detailed cost proposal that includes:
 - 1. Software license cost (initial cost plus and add-on fees for negotiated customization)
 - 2. All implementation and training costs (initial).
 - 3. All annual maintenance cost for 5 years (by year).
 - 4. The hourly rate for any additional services such as:
 - a) Customizations
 - b) Additional training (on-going for new users as well as in-depth training for experienced users).
 - c) Emergency response (both for individual incidents as well as acts of God).
 - d) Basis for cost adjustments on subsequent years of a contract
 - e) Cost estimates for up to three software interfaces, including both one-way and two-way interfaces for each (CTS America JailSuite, Pentamation/eFin, and BenchMark)
 - f) Additional cost projections over the next five years relating to product upgrades or major revisions
 - g) Any other cost considerations relative to the total cost of implementation of the proposed system.
- N. The system must be a stand-alone system. The system must have the capability of receiving a data file from our current case management system.
- O. Any additional information about their company that would be helpful in evaluating the proposal.
- P. The following regarding case management software program:
 - 1. Meets American Probation and Parole Association case management functional standards
 - 2. Unified assessment, case planning, and program; workflow-driven system

3. Single application with common user interface for pretrial, diversion, probation case management and community corrections programs, and provider portals; fully integrated offender smart phone application
4. Integration broker and standard AP1
5. Full text search of documents
6. Automated workflows, tasks, alerts, and work queues; process driven contacts with contact compliance
7. Weighted caseload management
8. Provide outcome reporting that includes recidivism rates, program effectiveness, and contact compliance
9. A confidentiality component
10. A system to manage data, analyze processes, and store best practices
11. A system that collects structured data
12. A well-designed, automated system that provides the ability to measure outcomes
13. Provides role-based dashboards
14. Integration with outlook for appointments and alerts
15. Provide ability to toll supervision term in compliance with federal, state, and local statutes, rules, or procedures, and calculate new end date
16. Provide the ability to track progress, compliance, and completion on referrals for services, programs and community service
17. Produce information that permits monitoring conformance with performance and offender behavior standards
18. System must be browser independent and require no client-side plug-ins.

Q. Reports immediately upon request examples as follows:

1. violation reports
2. daily and monthly usage reports
3. offender reports
4. inclusive of demographics
5. case notes
6. recidivist information
7. offenses and type of offense
8. judges
9. case number
10. length of super-vision
11. type of release from incarceration
12. type of discharge
13. successful or unsuccessful

14. financial reports
15. offender payment sheets
16. monthly financial accounting reports reflective of daily, weekly, monthly, and yearly collections
17. financial transactions
18. officer specific caseload reports
19. equipment/inventory reports
20. any statistical and/or operational reports deemed necessary by Escambia County Community Corrections.

Software shall also provide the support of uploaded reports in Microsoft Word, Excel, PDF or any other acceptable format.

- R. Staff with extensive domain expertise in evidence-based practices and outcome analysts; the ability to supply an integrated solution of professional services supported by software as services; technical expertise to perform data migrations and system-to-system integration.
- S. 24-hour technical support 7 days per week, on holidays, via telephone, email, or cellphone.
- T. On-site training for Escambia County Community Corrections staff. The training shall include instructing staff how to access and navigate the system, enroll offenders, modify information, generate letters and reports and close offenders from the system. The Contractor shall also provide training manuals to County personnel, which shall become property of the County. The manuals shall also be provided on a disc which becomes the property of the County. The County also reserves the right record the training. Training will be prescheduled and held at the convenience of the County. The contractor must be prepared to provide additional and remedial training as needed if there are any system changes during the contractual period.

The innovative case management software computer program:

- A. Should be user friendly and provide a component for an offender risk assessment to be completed for offenders for specific programs, i.e., the Florida Pre-Trial Risk Assessment. In addition, the component to provide reduce the number of failures to appear for court hearings and appointments, and to inform the offenders of any important alerts should be user friendly.
- B. Will have the capability to provide a “kiosk” service for the offenders to check in for Community Corrections. The Contractor will provide a kiosk for the lobby for offender check in.
- C. Shall provide a component for an offender be notified of events and appointments. Examples of events and appointments include random substance abuse testing, office appointments, court dates, and other ordered services.
- D. Shall produce detailed and summary reports of financial transactions (i.e. fee, fine, restitution receipts, court cost assessments, fee assessments, monetary judgements, and voided transactions) for specific cases and offenders over specific periods, produce summary for each cashier including totals for each type of payment (i.e., cash, check, credit card, fee waiver, electronic funds transfer, lock box)
- E. Allow full, partial, and installment payments by various methods including online payments (i.e., money order, credit card, fee waiver, electronic funds transfer, lock box).

- F. Shall have the ability to make payments towards various and numerous separate coded amounts whether in full or partial payment capacity.
- G. Shall have the ability to make payments between money order, credit card, money order or check payment.
- H. Shall have the ability to process refunds for overpayments.
- I. Shall have the ability to transfer monies between coded amounts and/or cases.
- J. Shall have the ability to run financial reports daily, weekly, monthly and yearly with various parameters met for the type of report run. (i.e. daily reports showing all payments received specifying name, case #, coded amount, code, type of payment, monthly report showing all revenues per code.)
- K. Shall have the ability to run aging/outstanding balances reports.
- L. Shall have the ability to run any cases with credit balances.
- M. Shall have the ability to run reports showing any transfers, reimbursements and voided transactions by date.
- N. Shall be inclusive of innovative technology, i.e., calendars, offender recognition via voice and/or visual identification, equipment, systems and related support services, data storage, real-time controls, live monitoring, continuous updates and support services, and shall be fully supported by 24 hour/7 days a week passive monitoring.

The Contractor shall:

- A. Describe the systems overall functionality, components, services, abilities, and processes for information security, auditability, server/desktop manageability/ administration, and overall disaster recovery requirements and capabilities.
- B. Pay all costs associated with shipping, delivery, and return and for all the equipment/supplies provided. In addition, at the end of the project the contractor will return the property back to the original condition at no cost to the County.
- C. Ensure that qualified personnel are available to provide expert testimony as requested or subpoena, at their expense. They shall also notify Escambia County Community Corrections immediately of any testimony or subpoenas associated with Escambia County Community Corrections.
- D. The software system should be able to retrieve a minimum of 10 years of archived offender information.
- E. Regarding system implementation, providing a software service level agreement is required, with clearly defined deliverables.
- F. All Contractor employees must satisfy all requirements for FBI and FDLE background security check and must have acceptable clearance by the Escambia County Board of County Commissioners
- G. Applicable Documents/Technical Specifications: The Escambia County Board of County Commissioners Information Technology Department will ensure that the case management system is in compliance regarding technical specifications and supporting documents.

Minimum Compliance Standards: During the term of the contract, the Escambia County Department of Corrections-Escambia County Community Corrections Division may unilaterally require, in writing, changes to the contract provided that such changes are within and/or associated with the general scope of the contract.

Proposals: Please make sure the proposal includes but not necessarily limited to the following information.

- A. Outline of daily costs to offenders for monitoring. Please be sure to include any and all potentially applicable charges.
- B. List of compatible hardware devices
- C. Highlight of security features that are included in the software
- D. Description and/or outline of interface for offenders, other agencies, and the Department of Community Corrections.

Locations of work: **Escambia County Community Corrections**
6400 N W St
Pensacola, FL 32505

Escambia County Pre-Trial Diversion Program
190 Governmental Center, Room 14001
Pensacola, Florida 32501

Escambia County Misdemeanor Probation Intake Office
190 Governmental Center, Room 14002
Pensacola, Florida 32501

ATTACHMENT I

Fields needed for new program

- Name-First, Middle, Last, Suffix
- Maiden name
- AKA
- Gender
- Race
- Date of birth
- Place of birth
- Social Security Number
- Case number (s) (defined)
- Active
- Inactive
- Terminated
- Officer's name
- Height
- Weight
- Hair color
- Eye color
- Tattoo (s)
- Scar (s)
- Address
- Mailing address
- Premise-House, Apartment, Condo, Trailer, Other
- House/Rent Payment
- Length at residence
- Home Phone number
- Cell number
- Secondary/message number
- Attorney
- Marital Status-Single, Married, Separated, Divorced, Other
- Minor children
- Child support-Yes/No, Amount
- Father's name
- Father's address
- Father's contact number
- Mother's name
- Mother's address
- Mother's contact number
- Emergency contact
- Present employer
- Employer's address
- Employer's phone
- Supervisor

- Hours per week
- Gross monthly income
- Military service-Branch, Years in military, Reason for departure
- Are you required to register as sexual offender or sexual predator-Yes/No
- Are you currently on probation for any other charge-if yes, list the offense, state, probation officer's name and phone number
- Under doctor's care-Yes/No, Reason
- Under counselor's care-Yes/No, Reason
- Current medications
- Alcohol usage-Frequency
- Illegal drug usage-Frequency
- Drug (s) of choice
- Current charge (s)
- Bond amount
- Date released from jail
- Court date
- Conditions of case
- Releasing judge
- Judge case assigned to
- Hearing type-VOP, Arraignment, Docket Day, Plea Day, Motion Hearing, Trial
- Court-Circuit/County
- Conditions of Pre-Trial Release Bond
- Conditions of Probation
- Conditions of Pre-Trial Diversion
- Weekly check in day
- Monthly check in day
- Bondsman's name
- Type of bond-court ordered, cash or bondsman

EXHIBIT I

ESCAMBIA COUNTY DEPARTMENT OF COMMUNITY CORRECTIONS QUESTIONNAIRE

FULL NAME John James Doe MAIDEN NAME N/A

AKA N/A DATE OF BIRTH 01/01/2000 AGE 20

PLACE OF BIRTH Pensacola, Florida SOCIAL SECURITY NUMBER 123-45-6789

RACE White SEX Male HEIGHT 6'1" WEIGHT 185 EYE COLOR Green

HAIR COLOR Black DISTINGUISHING MARKS (SCARS, TATTOOS, PIERCING, ETC) MOM
Tattoo on right upper arm

ADDRESS 1234 First Street CITY Milton STATE FL

ZIP CODE 32570 TIME AT ADDRESS 2 Years MTHLY RENT OR HOUSE PAYMENT \$800.00

DO YOU LIVE IN (☒)HOUSE (☐)CONDO (☐)APARTMENT-APARTMENT # (☐)TRAILER-LOT #

MAILING ADDRESS (IF DIFFERENT THAN ABOVE) N/A

PHONE HOME PHONE N/A CELL NUMBER 850-623-1234

MESSAGE PHONE 850-623-1234 ATTORNEY Fred Smith

EMERGENCY CONTACT Mary Doe PHONE NUMBER 850-623-2341

MARITAL STATUS (☐)SINGLE (☐)MARRIED (☐)SEPARATED (☒)DIVORCED (☐)WIDOWED (☐)OTHER

SPOUSE/PARTNER'S NAME N/A CONTACT NUMBER

MINOR CHILDREN (☒)YES (☐)NO HOW MANY 4 DO YOU PAY CHILD SUPPORT (☒)YES (☐)NO

IF YES, AMOUNT PAID \$500.00 HIGHEST LEVEL OF SCHOOL COMPLETED B.S. Degree

FATHER'S NAME James Doe PHONE NUMBER 850-623-3412

ADDRESS 12345 Park Avenue, Milton, Florida 32570

MOTHER'S NAME Mary Doe PHONE NUMBER 850-623-2341

ADDRESS 12345 Park Avenue, Milton, Florida 32570

MILITARY SERVICE-BRANCH Air Force YEARS OF SERVICE 2

TYPE OF DISCHARGE Medical

WHAT IS YOUR GROSS MONTHLY INCOME \$6,500.00

PRESENT EMPLOYER Santa Rosa County

ADDRESS 123 Elmira Street COUNTY Santa Rosa

STATE FL ZIP CODE 32570 SUPERVISOR'S NAME Jack Brown

PHONE NUMBER 850-623-1000 HOURS PER WEEK 40 WAGES PER HOUR \$38.75

ARE YOU REQUIRED TO REGISTER AS A SEXUAL OFFENDER OR SEXUAL PREDATOR ()YES (X)NO

CURRENTLY UNDER DOCTOR'S CARE ()YES (X)NO REASON _____

CURRENTLY UNDER COUNSELOR'S CARE ()YES (X)NO REASON _____

CURRENT MEDICATIONS N/A

ALCOHOL USAGE ()NONE ()PRIOR (X)OCCASSIONAL ()MODERATE ()HEAVY

DRUG USAGE (X)NONE ()PRIOR ()OCCASIONAL ()MODERATE ()HEAVY

LAST ALCOHOL USAGE 4 months ago LAST DRUG USAGE Never

DRUG(S) OF CHOICE N/A

ARE YOU CURRENTLY ON A PROBATION OTHER THAN THE CHARGE YOU ARE HERE FOR TODAY ()YES

(X)NO IF YES, LIST THE OFFENSE AND PROBATION OFFICER'S NAME AND PHONE NUMBER

ANY ADDITIONAL COMMENTS OR INFORMATION YOU WOULD LIKE TO PROVIDE _____

I CERTIFY THAT THE INFORMATION I HAVE PROVIDED IS TUR AND ACCURATE TO THE BEST OF MY KNOWLEDGE. I UNDERSTAND THAT IT IS A CONDITION THAT I PROMPTLY AND TRUTHFULLY ANSWER ALL QUESTIONS DIRECTED TO ME BY THE COURT OR MY OFFICER. I ALSO AGREE TO SIGN A WAIVER OF CONFIDENTIALITY, IF NECESSARY.

SIGNATURE _____ DATE _____

EXHIBT II

JOHN J. DOE CASE# 2020 CF 000000 A

5/13/20 DEFT RELEASED ON PTR TO MON BOND, APPT SET FOR 5/14/20 SB

5/14/20 DEFT DID NOT REPORT AS INSTRUCTED FOR INITIAL APPT THIS MORNING SB
ATTEMPTED CONTACT VIA TELEPHONE NUMBER LISTED ON RELEASE SHEET, LEFT VOICEMAIL TO CALL
BACK ASAP ONCE REC'D TO RESCHEDULE APPT. DISCUSSED POSSIBLE BOND REVOCATION IF DEFT DID
NOT CALL BACK TO RESCHEDULE AS WELL SB

5/15/20 DEFT HAS NOT CONTACTED OFFICE SINCE MISSING APPOINTMENT YESTERDAY. SENT
POSTCARD TO ADDRESS LISTED ON RELEASE SHEET TO CONTACT HER OFFICER BY 5/19/20 OR JUDGE
WOULD BE NOTIFIED SB

5/21/20 DEFT REPORTED IN FOR MISSED APPT. INSTRUCTED ON BOND CONDS. DISCUSSED NCWV
PROVISION AND TOLD TO STAY IN CONTACT W/ DCF ABOUT CASE PLAN. GAVE PHONE NUMBER TO
CONTACT PD OFFICE TO DISCUSS CASE W/ ATTNY. DEFT STATED LAST ILLEGAL DRUG USE WAS ABOUT A
WEEK AGO AND LAST ALCOHOL USE WAS THE SAME DATE, DISCUSSED NO MORE WHILE CASE IS
PENDING. DEFT TOLD TO REPORT IN PERSON WEEKLY. DISCUSSED 6/4/20 COURT DATE. NO QUESTIONS
SB

5/27/20 DEFT IN, CHECKED IN PERSON. NO CHANGES. NEXT COURT DATE 6/4/20. TOLD TO REPORT IN
PERSON NEXT THURSDAY AFTER COURT TO DISCUSS RESULT SB

6/4/20 DEFT IN, CHECKED IN PERSON. NO CHANGES. NEXT COURT DATE 8/19/20 (NO WWR DUE TO
CORONAVIRUS) SB

6/10/20 DEFT IN, CHECKED IN PERSON. NO CHANGES. NEXT COURT DATE 8/19/20 (NO WWR DUE
TO CORONAVIRUS) SB

6/15/20 DEFT CALLED, REPORTED NEW PHONE NUMBER. UPDATED IN SYSTEM TODAY. DISCUSSED
POSSIBLE MENTAL HEALTH DIAGNOSIS, DEFT STATED SHE IS NOT RECEIVING TREATMENT OR TAKING
MEDS FOR ANY DIAGNOSIS CURRENTLY SB

6/18/20 DEFT IN, CHECKED IN PERSON. NO CHANGES. NEXT COURT DATE 8/19/20 (NO WWR DUE TO
CORONAVIRUS) SB

Client ID	Open	Assign	Summary	Details	Close
Caseload					
Alerts	1376	AGGRAVATED BATTERY			Pretrial - Team Pretrial - Regular - Medium
Desktop	Main	Description	Client Flags	Photos	Other Details
Setup	<div>Client Notes</div> <div>Notes</div>				
Client					
File					
Documents					
<div>Field Notes</div>					
<div>Vehicle make</div> <div>Model</div> <div>Year</div> <div>Color</div> <div>Plate</div> <div>Comment</div> <div>Color</div> <div>Gang</div> <div>Moniker</div> <div>Comment</div> <div>Courtroom - original</div> <div>Override</div>					
Agency	Supervision	Actions	Programs	Reports	System

EXHIBIT III

Support

1. Please describe your support model. Including office location(s) and hours of operation.
2. How do clients submit incidents and how can they be tracked and escalated?
3. What is your response time for incidents?
4. Do you offer in-application online help? Please describe.

Technology

1. Please describe the basic system architecture of your application. Provide a diagram if available.
2. Describe your software development cycle including frequency of releases, patches/hotfixes.
3. What are the minimum requirements to run your application?
4. What are the primary drivers that influence your product roadmap?
5. How many concurrent users can your application support? Please provide performance benchmarks if available.
6. Please describe how your application is able to interface with our existing third-party applications.
7. Is the public-facing web site, documents, and mobile applications ADA compliant? How do you verify it is ADA compliant?

Hosting

1. Please describe your hosting model (i.e. SaaS, on premise, vendor hosted).
2. Where is your data center located?
3. Please describe the security features of your data center.
4. Is your hosting center SSAE 18 Type II Compliant?
5. Do you provide clients with additional environments in addition to the production environment (i.e. testing, training, configuration, etc.)?

Maintenance

1. How are upgrades of the application performed?

2. What is the cost to perform upgrades?
3. What are the client's responsibilities with regards to upgrades?
4. Explain how all client specific configurations will be retained during upgrades.
5. What documentation is provided with each new release of the application?

Process Controls

1. Is your organization CJIS compliant?
2. Does your company undergo SSAE 18 Type II audits?
3. Does your organization comply with any additional governmental regulations? (SOX, HIPPA, PCI DSS, etc.)
4. How does your organization continuously monitor its controls to prevent cyber-attacks?
5. Please provide a description of your organization's disaster recovery plan.

Security

1. Please describe your security architecture.
2. Please describe the security features of your hosting center(s).
3. Does your organization undergo any third-party audits to validate security? (OWASP 10, etc.)
4. What is your organization's policies and procedures for notifying clients in the event of a security-related incident?
5. What insurance does your organization have in the event of a data breach?

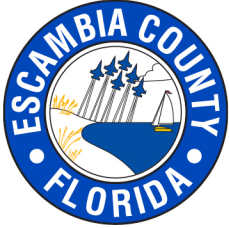
Data Management

1. How and where does your organization encrypt data at rest and data in motion? Does your company use Advanced Encryption Standard (AES) with 256-bit keys encryption?
2. Does the application meet the Federal Information Processing Standard (FIPS) 140-2?
3. What safeguards do you have in place for social security numbers and other Personally Identifiable Information (PII)?
4. How is data backed up and stored? Are backups ever moved offsite? How are backups encrypted and secured?

5. How does your organization securely delete or destroy data when requested?
6. What happens to our data if your organization is purchased by another organization?
7. How will we be able to retrieve our data if the contract is terminated?

Access Controls

1. Does your application support integration with any Enterprise Identity Management solution and allow for Single Sign On (SSO)?
2. What criteria does your application enforce for secure user credential creation and does your application allow for multi-factor authentication?
3. Does your application require user credentials to be changed at least every 90 days and provide preventative measures for credential reuse?
4. Does your application support role-based security and limit access based on the principle of least privilege?
5. Does your organization employ methods for detecting anomalies in user activity such as abnormal logon activity, invalid login attempts, and unauthorized access attempts? If so, how are they reported?



Board of County Commissioners Escambia County, Florida

Jeff Bergosh
District One
Chairman

Douglas B. Underhill
District Two
Vice-Chair

Lumon J. May
District Three

Robert D. Bender
District Four

Steven Barry
District Five

Date: June 7, 2022
From: Office of Purchasing
To: All Known Prospective Bidders
RE: PD 21-22.002 Case Management Software - Corrections
Addendum 1

This notice is to provide for Acknowledgement of Addendum 1.

1. See attachment for Questions from vendors and Answers from the departments.
2. The Contract Term/Renewal/Termination section has been updated. See below:

Contract Term/Renewal/Termination

- A. The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of ~~sixty (60) months~~. **Thirty-six (36) months**. The contract may be renewed ~~for one (1) additional sixty (60) month period~~ **for up to two (2) additional twelve (12) month periods, up to a maximum sixty (60) months** upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

3. Additional Insurance Requirements have been added. See attachment.

This Addendum Number 1 is furnished to all known prospective Bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of you having received same. You may photocopy for your record

Sincerely,

Roxanne Carrero
Purchasing Coordinator

Acknowledgement of Receipt of Addendum 1:

SIGNED: _____

COMPANY: _____

PD 21-22.002 - Questions from Vendors and Answers from the Departments.

1. Question 1 – Please clarify the contract term and renewal schedule.
 - a. Answer – **The Term will be a 36 month initial term with two(2) one(1) year renewals. See Addendum 1 page for details.**

2. Question 2 – Please provide the average payment amount for pretrial, diversion, probation case management and community corrections program.
 - a. Answer – Average payment amounts

WHAT THEY ARE PAYING	PROGRAM	FEE
COST OF SUPERVISION	PROBATION	55
COMMUNITY SERVICE REG FEE	PROBATION PRE TRIAL DIVERSION	75/35
COMMUNITY SERVICE BUYOUT	PRE TRIAL DIVERSION	250
MONITORING FEE	ACTIVE, PASSIVE AND SCRAM	105/84
PRE TRIAL DIVERSION PROGRAM FEE	PRE TRIAL DIVERSION	150/255
BREATHALYZER FEE	ALL PROGRAMS	15
DRUG PATCH FEE	ALL PROGRAMS	44
URINALYSIS FEE	ALL PROGRAMS	25
PROCESS SERVER FEE	PROCESS SERVERS	300/200
CHECK DIVERSION ADMIN FEE	CHECK DIVERSION	50
CHECK DIVERSION STATE FEE	CHECK DIVERSION	25

3. Question 3 – Number of transactions/monthly.
 - a. Answer – **718**
4. Question 4 – Current \$ amount of Credit Card payments/monthly.
 - a. Answer – **\$70,131 CC / \$17,605 money order**
5. Question 5 – Is the\$3.00 transaction fee inclusive of the Credit Card Convenience Fee?
 - a. Answer – **Yes. The Convenience will be charged to the client.**
6. Question 6 – Please provide which interfaces require 1 or 2 way and also the information/data that needs to be included. Please confirm that these interfaces are in scope and should be included in the cost proposal
 - a. Answer – **This refers to interfaces with CTS America JailSuite, Pentamotion/eFin, and BenchMark. The current software does not interface with PAMS or Monitor.**
7. Question 7 – Please provide the following regarding conversion
 - a. Answer – **These of the database sizes for now:**

PAMS database: 2878 MB
LSMDB (Monitor): 1853MB

8. Question 8 – For Phase 1, is the County only looking for contractors to provide answers to those items found under 2-1 thru 2-7? Please identify whether vendors are required to provide answers to Part IV - Scope of Work.
 - a. Answer – Please provide answers to items 2-1 thru 2-7 and Part IV.
9. Question 9 – Exhibit 3 is included in the proposal packet with no additional mention of it. Is Exhibit 3 provided for informational purposes only or is the County expecting a response at some phase in this process?
 - a. Answer – Exhibit III is a checklist of questions from our IT Department. We need this information for Phase I.
10. Question 10 – How many devices are utilized monthly?
 - a. Answer – Between 60 to 70 devices monthly
11. Question 11 – Please confirm that Proposers need to only upload their proposal response in PDF format via Escambia County's Vendor Registry site.
 - a. Answer – Refer to Solicitation Cover page, page 8 section 1 and page 9 section 4 for details.
 - i. You may submit your proposal via Vendor Registry, mail delivery or hand delivery.

PD 21-22.002 - Additional Insurance Needed

In addition to the insurance requirements on the solicitation, please see the following requirements:

1. The warranty of the product (Software) is to function per the scope of this document for multiple years. Should the vendor cancel or non-renew current coverage (and it is not replaced with a full prior acts coverage policy) then they are required to purchase (and provide proof of that purchase) of the extended reporting period for Professional and any other Claims made coverage that Escambia County is a Named Insured under.
2. Cyber \$5,000,000-per occurrence and \$5,000,000 annual aggregate.
3. E&O/Professional Liability-\$2,000,000 per occurrence and \$4,000,000 annual aggregate.
4. Product Liability-\$1,000,000 per occurrence and \$2,000,000 annual aggregate.
5. Business Interruption-\$1,000,000 per occurrence and \$2,000,000 annual aggregate
6. Please provide a copy of General Liability and Excess policy.
7. The Insurance Carriers must be licensed in the state of Florida.

Since employees will be coming on-site, the following is also required:

1. Work Comp (2nd half of the policy is EL)-\$1,000,000/\$1,000,000/\$1,000,000.
2. General Liability-\$1,000,000 per occurrence and \$2,000,000 annual aggregate
3. Auto Liability-\$1,000,000 per occurrence and \$2,000,000 annual aggregate
4. Fidelity Liability--\$1,000,000 per occurrence and \$2,000,000 annual aggregate
5. Umbrella/Excess- \$5,000,000 over General Liability & Automobile, and we request that it be over Professional Liability.
 - a. If not, we ask there be a sub-limit professional in the Umbrella/Excess.



Exhibit B

Statement of Work

This Statement of Work is for the implementation of a Case Management System (CMS) for the Escambia County Community Corrections (Client) by Corrections Software Solutions (CSS).

Mobilization of Server Environment, Base Application and Modules

Server Environment

CSS' Hosted Environment is hosted in the Azure Government Cloud Space which is designed to meet all your government security and compliance requirements. In order to provide and maintain the highest level of security and compliance, Azure Government exclusively uses physically isolated data centers and networks located in the United States. Compliance attributes of the Azure Government environment include, but are not limited to the following: CJIS, DoD DISA L2, L4, L5, FedRAMP, FIPS 140-2, NIST 800-171, PCI-DSS, HIPAA / HITECH.

Base Application

CSS will install the database and system which will have the modules necessary for Client Operation. These modules are listed below. Clients will utilize the CMS through standard data entry which will allow the supervision of clients and building of the CMS to handle the current work flow for the pretrial, probation, check recovery, and community services departments.

Case Tracking features include:

- Capture of personal, demographic, offense, employment, financials, education, photos, associations, interview statistics, termination statistics, scars/marks/tattoos and other elements
- Drug testing, GPS, Ignition Interlock and other conditions to be tracked under client's conditions for release
- Robust financial package including tools for easily adjusting, waiving, and collecting fees. Accrual process for keeping balance and delinquencies current. Easy to process check writing/voucher creation including full reconciliation module for balancing collections.
- Automated texting of appointment reminders and on-demand texting of clients
- Case Chronologicals generated automatically through conducting daily activities
- Thorough tracking of all client appointments, hearings and related outcomes
- Officer Dashboard for real-time display of officer alerts/requirements/items due
- Client web portal for online access to view community service, conditions and reporting online



- Appointment scheduling for staff and clients through Appointments and Chronologicals with interface to desktop calendar
- Assessments currently built into the CMS utilized by the department – ODARA, Florida Pretrial Risk, PSA, Static99R
- Ability to capture violation data, including action by officer, results, and court action
- Google Maps integrations allows officers to view client address from within application
- Ability to track and log Mental Health and Sex Offender data points
- Documents and Orders are generated from within a client's record pre-filled with case information and all stored attached to the case file on the cloud
- Scanning of all client related documents for paperless file. All images stored on cloud servers
- Batch Routines available for Appointments, Chrono's, Letters and Email
- Tracking of Victim Information/Stay Away Orders for Domestic Violence cases
- Reports generated in Data Tables then output to Excel for printing
- Other reports available in Microsoft Word, Excel, PDF
- Florida Weekly Register and OPPAGA Yearly Report

CaseConnect Module

- App built for Android/iPhone
- Client abilities:
 - Report with Geo-location and image capture automatically uploaded and chronologically recorded to case file
 - Review of upcoming court dates and appointments
 - Review of open conditions and programs required
 - Contact information for assigned officer
 - Messaging with Officer which chronologically records to case file

CSSMobile Module

- App for officers to access client information from their mobile device/phone
- Officers can view and edit client images, demographics, and conditions.
- Update chronologicals and set future appointments.
- View scanned images directly from your phone to see court orders/conditions.



Application Customizations and Launch

Beyond the base application features and modules provided, CSS agrees to make the following additions/adjustments to the application in order for the application to be utilized properly in the Client's environment. In addition to providing a customized solution for the department, CSS will convert the existing databases currently in use.

Custom Conversion from Current Databases

- PAMS
 - PAMS will build the case file record for all clients except pretrial supervision.
 - PAMS will provide minimal data for probation such as name, case, probation date, length, expiration, supervision level, officer.
 - Contains all financials for both pretrial and probation.
 - Financial conversion will need to be mapped out to create financial records including balance and delinquency per fee type, all fee types defined and setup for appropriate accrual.
 - Receipts converted and attached to cases. Any adjustment transactions and understanding the impact on those against financial balances.
 - Build out of Victim Restitution files and determine if individual payments and checks written can be attached.
- Loryx (Connectrix) Case Management System
 - Pretrial supervision cases only, not linked or talks to PAMS at all
 - Active and Inactive clients records including name, address, references, phone, employment, identifiers
 - Pretrial records out on release and all identifying information related the pretrial release including offense date, arrest date, offense code/description
- Excel Files to Review
 - CSW: Some only have CSW not on probation, not on pretrial, traffic tickets is an example
 - Drug Testing: Drug testing excel including dates, results, drugs tested and positive for
- Items in Paper and Cannot Convert
 - Case notes recorded and broken down by date, time, user, code, comments
 - Violations database including result of violation for warrants, dismissals, amended conditions
 - Conditions ordered, placed and discharged including discharge reason



Initial Customizations

- Buildout of all forms necessary for court, client communication and administration
- Additional fields added to capture data necessary for forms needed and/or any local or state reports currently generated for statistics or compliance
- Review of Violation process and steps for Compliance listbox flow
- Setup of drug test options based on current provider
- Review and adjust all individual code file items to match departmental options
- Setup of fee codes including update processes for all fees collected
- Determine payout and accrual process for all fee types
- Review and adjustment of application features and system defaults
- Additional widgets based on departmental needs

Interfaces to Review after Initial Launch (Additional Services outlined in RFP)

Relating to the additional services requested in the RFP in IV.M.4., the only item listed that CSS would charge additional hourly rates for would be e) interfaces to be built.

It is difficult to estimate the extent of the requirements of these interfaces as much is still unknown. Based on past experience, allotting 50 hours for each of the projects below is a good estimate (5 hours for management outline, 30 hours for development and 15 hours for Q&A review). This results in an average of \$7,300.00 for each of the interfaces requested. In the RFP it is indicated that one of the interfaces would be one-way while the others are two-way. This could alter the cost-proposal estimate as well once we understand the amount and type of data to be shared and the methods required.

- SmartCOP (previously CTS America)
 - Determine integrations or nightly files that can be built to produce data related to arrests, bookings, releases and then matched back to active CSS database
 - Determine API interface for pre-population of client files for all new clients after arrest
 - Determine fields to be received and specific identifiers.
- BenchMark
 - Determine integrations available or API's available to talk to the Clerk of the Court's Benchmark system
 - Determine specific data points to be received related to court dates/hearings
 - Determine documents to be sent and the method to send these documents to BenchMark for upload to the e/Fil system
 - Create portal for CSS to send documents to the Judge's Queue or Portal, District Attorney or Clerk's portal and work with BenchMark developers to establish portal.



- Pentamation/eFin
 - Determine integrations available or API's available
 - Determine specific data points to be sent, file structure in which how to send, API or XML formats and data representation that have to be defined and captured in the CMS
 - If related to financial data to be exported to eFin, data tables and export files to be established

Training Processes

CSS will provide training for all staff of the Client. Initial training takes place in a classroom environment to orient the staff with the new system. After the initial classroom training, additional training time is spent to assist the department in the transition to the new system.

Client Hardware Requirements

Access to the CSS Hosted environment is done through normal internet access. Secure connection is obtained through SSL encryption and certificate verification.

The workstation configurations needed includes a Windows 10+ (64 bit) computer with Microsoft Word 2013+ and Microsoft Excel 2013+. Access to the application is provided via a chromium-based application provided by CSS. CSS will provide the Client with necessary workstation setup instructions based on their environment.

All peripheral devices – Printers, Scanners, Camera, Signature Pads, Kiosks for check-in, etc. are the responsibility of the Client. The full CSS application can be assessed from any portable windows device (Laptop, Surface Pro).



Milestone Schedule

Below are the Project Phases and proposed timeline. The timeframe below is based on past completed CSS installs and contracts. Any integrations deemed necessary before installation after Phase 2 could delay the time-line below.

Based on our experience, a large portion of the installation timeline will depend on the speed of the customer and outside agencies answering conversion/customization questions and working alongside CSS to continuously move the project forward. It is crucial that the CSS Interface Team includes Escambia team members who are knowledgeable in the department processes and are able to make decisions on behalf of the Escambia County Community Corrections Department.

Discovery Phase - Months 1-3

During the Discovery Phase, the CSS team will be coordinating the extraction, identifying the interfaces required, understanding the data to be exported and defining the business rules of the conversion. Every CSS customer operates in a unique way and we use the Discovery phase to see how the department will function within the application. The goal is to identify as many application changes as possible during this phase.

- Steps in Discovery Phase:
 - Kickoff meeting to define working teams, contacts, and project deliverables.
 - Identify the Escambia Co staff who will be on the CSS Interface Team.
 - Review for CSS clarification all main operational divisions and the tasks of these divisions.
 - Obtain any documentation, reports or outputs which may be available that require customization.
 - Identify all databases that need to be converted and receive files, screenshots, reports, begin mapping data to CSS database
 - Finalize decisions on any hardware purchases.
 - Develop and adjust implementation plan.
 - Align general timelines and forecasts.

Conversion and Development Phase – Months 4-6

CSS will work with the Interface team established in the Discovery Phase to validate the conversion process and assist in decisions and implementation plans.

Escambia County will be required to provide data in an acceptable format with accompanying file layouts. Multiple passes will be made at the conversion with multiple extractions and



comparisons. Each pass will clear up mapping issues and interpretations within the data as CSS and the Interface Team review various reports and screenshots for accuracy in the data converted from the current system to CSS.

The exact number of passes will be a result of the type, size and complexity of the data being provided. CSS will execute as many passes of the conversion necessary until all possible data fixes are exhausted and the CSS Interface Team is satisfied.

- Steps in Conversion and Development Phase:
 - Set up server, OS and all updates to server.
 - Set up Production and Training branches on the server.
 - Meet with individual units to continue reviewing customizations needed
 - Data mapping continues and mapping conversion data to CSS file structures.
 - When each conversion pass is complete, review with the Interface Team.
 - Repeat extraction, data transfer, report set and review until Go-Live can be finalized
 - UAT of final product and conversion
 - Set Go-Live Date and Training schedule.

Installation Phase – Month 7

CSS provides training for all staff within the department. The General Orientation Training takes place in a classroom environment on-site to orient the staff with the new system. These in-person classroom trainings also provide the department an opportunity to announce and implement any policy changes as a result of the new CMS.

After the General Orientation Training for the entire department, CSS will conduct additional trainings for specialized groups. Examples of specialized groups would include the Intake Unit (users who enter new cases), Administration and the Financial Team. At Go-Live, CSS staff will remain on-site to answer questions which come up from the day-to-day operation of the application.

The CSS staff who will be on site will be well-versed in the application that has been built for Escambia County. We have learned over many installations that this is a crucial time for hands-on training and the most knowledgeable staff should be made available to the customer.

- Steps in Installation Phase:
 - Final conversion is reviewed and approved by Escambia County.
 - Classroom Trainings are conducted
 - Go-Live
 - CSS remains on-site until Escambia County is comfortable with the new CMS.
 - Follow up in-person training dates are scheduled.



Post-Installation Phase - Month 8 - Remainder of Contract

While CSS is strong in delivering a smooth conversion and installation, we are also strong in providing excellent customer support. CSS provides a Customer Help Desk which can be reached by phone or through a website which the Interface Team will have access to for entering requests, questions or issues.

Help documentation and resources are accessible from every screen throughout the CMS for all users. Screens, tiles, reports and processes all have this online help resource to assist the user. As additions and upgrades are made to the application, CSS updates the Help documentation.

- Steps in Post-Installation Phase:
 - Interface Team set up on CSS Customer Help Desk.
 - Any additional trainings are scheduled.
 - Set recurring check-in meetings to build a strong customer relationship.

Projected Project Begin Date

4/3

CATEGORY

START

END

STATUS

1 - Discovery Phase - Month 1

4/3

4/28

Kickoff meeting to define working teams, contacts, and review project deliverables.

4/3

4/3

Identify the Escambia Co staff who will be on the CSS Interface Team.

4/3

4/3

Provide a detailed demonstration of the existing CMS systems to the CSS Interface Team

Demonstration can take place after the kickoff meeting with CSS/Escambia Interface teams - ideally soon after kickoff meeting.

Review for CSS clarification all main operational divisions and the tasks of these divisions.

4/3

4/10
4/28

Obtain any documentation, reports or outputs which may be available that require customization.

4/3

End of Phase 2

There may be additional documents/reports given to CSS after the Discovery Phase from the department. CSS will continue to adjust/customize the system with specific documents until the end of Conversion and Development phase.

Provide and discuss credit card MID account application

4/3

4/28

Identify all databases that need to be converted (Pams, Loryx, Excel Files)

4/3

4/28

For each database department to provide screenshots with fields to convert and fields that may not need to be converted

4/3

4/28

Provide data layouts for each database to be converted

4/3

4/21

Department moves forward with 1st data extraction for each database

4/3

4/21

Begin mapping project with the receipt of the databases/layouts of each

4/3

End of Phase 2

Finalize decisions on any hardware purchases.

4/3

4/28

Develop and adjust implementation plan and project deliverables

4/3

4/28

CSS Begin outlining and developing customizations for department:

4/17

End of Phase 2

Initial Customization - Buildout of all forms necessary for court

Initial Customization - Additional Fields that will capture data not currently in the CMS

Initial Customization - Review Violation process and steps for compliance listbox

Initial Customization - Set up of Drug Testing Data

Initial Customization - Determine Payout and accrual process for fee types

Initial Customization - Review system defaults with department

Initial Customization - Determine any additional widgets necessary

2 - Conversion and Development Phase - Months 2-5

5/1

8/31

Set up MS Azure server and all updates to server.

5/1

6/2

Set up Staging branches on server

5/1

6/2

Set up Production branches on the server

5/1

6/2

CSS remote into desktop for testing of CSS Viewer and deployment of Viewer to workstations

5/1

6/2

Meet with individual units to continue reviewing customizations needed

5/1

8/31

Continue setup of features/codefile tables/operational rules for environments

5/1

8/31

2nd Data Extraction for each database

5/1

5/1

Continue review and build out of base conversion and data mapping

Data mapping continues and mapping conversion data to CSS file structures.

When each conversion pass is complete, review with the Interface Team.

Finalize Programming Changes required for initial customizations

5/1

6/30

Finalize and approve all forms/documents

Verify all necessary fields have been added and tested

Validate drug testing logic

Validate financial payout and accrual processes

Confirm all widgets operating correctly

3rd Data Extraction

6/5

6/5

Continue review and build out of base conversion and data mapping

Data mapping continues and mapping conversion data to CSS file structures.

When each conversion pass is complete, review with the Interface Team.

Prepare for 4th Data Extraction process if necessary

7/17

7/17

Identify any projects for Phase 2 implementation if necessary

5/1

8/31

Enable Department Access to Staging Branch (to begin conversion review)

7/3

7/31

CSS enable CaseConnect Login for review by Department

7/3

7/31

UAT of final product and conversion

7/3

7/31

Validate CSS Viewer is setup on all workstations

7/3

7/31

Enable production account logins

8/1

8/31

Final conversion is reviewed and approved by Escambia County.

8/21

8/31

Set Go-Live Date and Training schedule.

8/7

8/11

Confirm training locations and secure facilities for group trainings

8/7

8/11

3 - Installation Phase - Month 6

9/1

9/29

Final application adjustments provided

9/1

9/15

Final document updates provided

9/1

9/15

CSS finalizes the Go-Live Help Documentation specific to common questions that may arise within the department

9/1

9/15

Classroom Trainings are conducted for general system overview

9/21

9/21

Specialized group trainings are conducted (Supervisors, Financial Team, Clerks, etc).

9/22

9/22

Final Data Extraction

9/22

9/22

Current Systems Down over the weekend before Go Live on Monday

9/22

9/24

Go-Live - All staff has access to the new CMS

9/25

TBD

CSS remains on-site until Escambia County is comfortable with the new CMS.

9/25

TBD

4 - Post-Installation Phase - Month 7 - Remainder of Contract

10/2

Implementation Complete

On-site team will continue to assist with any post go-live questions to help with the transition

10/2

Interface Team set up on CSS Customer Help Desk

11/6

Interface Team begins to utilize the CSS Customer Help Desk for questions/issues

11/6

Identify any Phase 2 project schedules

10/2

Any post-go live trainings are scheduled

10/2



Exhibit C – Fee Schedule

Corrections Software Solutions, LP (CSS) provides a professional Case Management System (CMS) which is driven by a license agreement and a professional services agreement, allowing CSS to provide our application and services to install and maintain the CMS proposed. Our service costs are broken down between mobilization, customization and the license fee.

Expenses in this cost proposal include the Microsoft Azure server environment, the Case Management Application, project management for conversion/implementation/configuration, customization, training and maintenance on the application for the term of the contract.

Kiosk costs are covered by the County, however depending on the features, quantity and quality of the requested device, CSS can recommend kiosk choices to fulfill the department needs. Some departments utilize a simple and affordable surface pro device as a kiosk. This also could be expanded to a more robust enclosed kiosk device. These are choices which will need to be addressed with the department.

For Escambia County Community Corrections, the following breakdown of service costs for this RFP is as follows:

Mobilization	\$20,700
Customization Costs including Conversion	\$25,000
Training expenses	<u>\$16,100</u>
Total one-time implementation fee	\$61,800
○ Billed upon completion of Go-Live day of CMS	
Annual License Agreement 1 st year for 45 users (\$124/month per user)	\$66,960
○ Billed monthly	
○ 1 st month billed upon completion of Go-Live date of CMS	
Total License fees if extended to a 60-month term (\$66,960 x 5 years)	\$334,800
Total one-time implementation fee (\$61,800) and 60-month license fee (\$334,800)	\$396,600

Hourly Rate for Additional Services - Additional work beyond the scope of this proposal relating to interfaces will be discussed and agreed upon in advance by both parties and will be invoiced utilizing the following hourly rates. The maximum number of hours for Additional Services that may be approved during the term of this Agreement shall not exceed fifty (50), and such additional work must be authorized and approved in writing by the County.

Employee Type	Hourly Rate
Management	\$200
Programming/Database	\$160
QA	\$100

NONEXCLUSIVE LICENSE AGREEMENT

Corrections Software Solutions, L.P. ("CSS"), with offices located at 316 North Lamar Boulevard, Austin, Texas 78703, for good and valuable consideration, hereby grants a royalty-free, non-exclusive, limited license ("License") to:

Escambia County, a political subdivision of the State of Florida, 221 Palafox Place, Suite 420, Pensacola, Florida 32502, "Licensee",

to use certain software programs and related materials ("Programs") for the designated processing system identified in the attached **Agreement Relating to Corrections Case Management Software Services (hereinafter the "Services Agreement")**, subject to the terms and conditions hereof. In the event of any conflict between the terms of this License Agreement and the Services Agreement, the terms of the Services Agreement will prevail.

Programs shall include executable modules for each software program identified in any Contract or Addendum to this Agreement; User Help is contained in the application.

TERMS AND CONDITIONS

1. LICENSE

Licensee acknowledges that it shall be a licensee of Corrections Software Solutions, L.P. ("CSS") under the terms and conditions of this License Agreement, and that Licensee obtains hereby only a non-exclusive, limited license to use or access the Programs. Licensee has the right to permit access and use of the Program(s) by authorized Licensee employees, up to the User Number specified in Services Agreement hereto. Licensee shall assign a unique User Identification Number to each authorized User and shall provide to CSS a list of authorized Users and their User Identification Numbers upon request by CSS.

As specified in Services Agreement hereto, CSS shall provide the Programs or access to them to Licensee based either on installation of the Programs by CSS at a CSS Internet Location. Licensee shall be solely responsible for providing access to the Internet and for the costs of accomplishing such access, including without limitation costs of an Internet Service Provider.

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c. Severability. In the event that any provision of this License Agreement is determined to be invalid or unenforceable, the remainder of this License Agreement shall be valid and enforceable to the maximum extent permitted by applicable law.

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Notwithstanding anything herein to the contrary, the parties acknowledge that this License Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. CSS shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. CSS shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, CSS agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event CSS fails to abide by the provisions of Chapter 119, Florida Statutes, the Licensee may, without prejudice to any other right or remedy and after providing seven days written notice, during which period CSS fails to allow access to such documents, terminate the License Agreement. In such case, CSS shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the Licensee may be deducted from any payments left owing CSS.

IF CSS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CSS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947**

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g. Survivability. The obligations of Licensee, for example, regarding protection and confidentiality of the Programs, consent to injunction, limitation of liability, remedies, cooperation, governing law and forum selection, payment of accrued fees and costs, and the parties' obligations of indemnification and hold harmless set forth herein, shall survive any termination of this License Agreement.

h. Governing Law. This License Agreement shall be governed by and enforced in accordance with the laws of the State of Florida, without giving effect to its choice of laws provisions.

i. Forum Selection. Any suit brought by or against CSS arising under, concerning or related to this License Agreement may be brought only in the State of Florida; and jurisdiction and venue for any action arising under, concerning or related to this License Agreement or the related Data Processing Services Agreement shall be and lie exclusively in the state and county courts of Escambia County, Florida, or the United States District Courts of the Northern District of Florida.

j. No Waiver of Rights. No term or provision of this Agreement shall be deemed to be waived and no consent to any breach or default shall be deemed unless such waiver or consent be in writing signed by the party against which such waiver or consent is asserted; the terms of this Agreement shall not be deemed to be amended by any such waiver or consent unless in a writing expressly stating such amendment; and any waiver by either party, whether express or implied, shall not imply a consent or waiver of any term or provision on any other occasion, or any consent to any different breach or default.

k. Construction. Descriptive headings or captions in this License Agreement are for convenience only and shall not affect the construction or application of this License Agreement. Words having established technical or trade meanings in the industry shall be so construed. Lists of items shall not be exclusive unless expressly so stated, but shall include other items, whether similar or dissimilar to those explicitly listed, as the context reasonably requires. No rule of construction requiring interpretation against the drafting party shall be applied or given effect. Words of any gender used herein shall be deemed to include words of any other gender, and use of the singular or the plural herein shall include the other, unless context requires otherwise. In the event of conflict between words and numbers, the words shall control.

l. Cooperation. Licensee shall cooperate fully with CSS in the maintenance and protection by CSS of any intellectual property ownership or other rights or interest of CSS in the Programs or other intellectual property or interests therein that are the subject matter of this License.

APPROVALS

IN WITNESS WHEREOF, this Nonexclusive License Agreement is executed to be effective as of the _____ day of _____, 2023.

Licensee: Escambia County, FL

Corrections Software Solutions, LP

BY: _____

BY: _____

NAME: Wesley J. Moreno

NAME: Michael Boswell

TITLE: County Administrator

TITLE: Partner

DATE: _____

DATE: _____



Exhibit E

Service Level Agreement (SLA)

Escambia County, Florida

This Service Level Agreement is for the implementation of a Case Management System (CMS) for Escambia County (Client) by Corrections Software Solutions (CSS).

Client Relations Team and Customer Support Help Desk

Support System

Once the Installation Team has left the field, the Interface Team for the department will be given a help document and login credentials to our Help Desk online ticket website.

The majority of any follow-up customer support will be handled by the CSS Customer Help Desk which is run by our Client Relations Team (CRT). After initial installation, and established interval follow-ups onsite, the Interface Team will slowly transition from working with the Installation Team to working with the experienced CSS Client Relations Team. This group will be the first line of communication for support. The Interface Team will still have cell phone access to the Installation Team if any issue needs to be discussed via phone.

The Customer Help Desk website allows for logging tickets and uploading screenshots of issues or requests. A 1-800 number is also provided. When a help desk ticket is logged, an email will be sent alerting the Client that the ticket has been received and updates are sent via email as CRT addresses the request/issue.

CRT Hours of Operation

Normal support hours are 7 am to 6 pm CST. If a help desk ticket is entered outside of the normal support hours, various CSS representatives are notified as well as our alerts channel. If the after-hours help desk tickets are identified as high priority, as explained in the following paragraph, it will be immediately addressed outside of the normal business hours. 24-hour departments are issued an emergency line that is answered 24 hours a day for a rare system outage or very urgent issues related to the system's performance. Any non-urgent system changes will be handled during normal business hours.



CSS Process for handling issues reported via Help Desk or Phone

Incident Handling Process

Issues related to the performance of the system or programming issues are initially entered through the Customer Help Desk website.

Depending on the urgency of the issue, a priority can be set from the CRT to ensure prompt resolution. Flags are also set in the system to alert ALL staff of high alert issues. CSS has programmed into the help desk to look for certain key words within a transaction and alert the staff immediately of those high priority tickets.

If issues need to be resolved beyond the help desk log, a remote session of sharing screens is established or a virtual meeting is scheduled.

All tickets regardless of priority are normally acknowledged within minutes of being entered into the help desk ticket log. Below are the general levels of priority and ticket types that would fall in each priority:

1. Normal
 - a. Document change requests, report change requests, software questions, non-urgent software change requests, data requests, questions/training assistance
2. Moderate
 - a. Bugs that don't impact day-to-day operations or data integrity
3. High
 - a. System-wide text message regarding office closures due to emergency weather, software login issues, application bugs that are impacting day-to-day operations or data integrity

Request for Programming Updates

If a customer ticket brings to light a programming error within the software, the issue is resolved quickly through either a hotfix (immediate fix) or a patch (overnight, as needed). Any non-system issues such as product enhancements requested will be released monthly alongside a notification for the customer.

Software Uptime

CSS has provided Case Management Software since 1993. CSS has provided cloud-based software since 2003, with no data loss and minimal downtime. CSS has vast experience with managing our codebase and ensuring successful releases of new features. Among the 7,000+ daily users and over 370 Departments we service uptime is estimated to be 99.9%.



Data Management

Server Environment

CSS' Hosted Environment is hosted in the Azure Government Cloud Space which is designed to meet all your government security and compliance requirements. In order to provide and maintain the highest level of security and compliance, Azure Government exclusively uses physically isolated data centers and networks located in the United States. Compliance attributes of the Azure Government environment include, but are not limited to, the following: CJIS, DoD DISA L2, L4, L5, FedRAMP, FIPS 140-2, NIST 800-171, PCI-DSS, HIPAA / HITECH.

Disaster Recovery Plan

CSS's Disaster Recovery Plan is deployed and managed under the Microsoft Azure Government Site Recovery Services platform and strategies, including replication, failover and recovery.

CSS CMS Integrity

The Client/County will not be required to support the web application, database, or server. Through metrics, internal alerts, and customer reports, CSS developers will ensure that the system is optimal and make necessary system/programming changes to ensure the integrity of the CMS.

Issues reported to CSS should include screenshots; however, if determined it is a local issue, CSS will redirect the County. Within this scope, the Client/County is responsible for local PC setup and management, including, but not limited to, network connection, Microsoft Windows or Office configuration, installation and updates of CSS Viewer, antivirus exceptions, group policy adjustments, single user-specific issues, and scanner/kiosk configuration.

As with all issues, regardless of whether the cause is a local issue, CSS will respond in a timely manner and provide as much insight to help the County resolve the issues. Even if something outside of the application is causing the issues, we want to assist as much as possible to have our customers up and running.