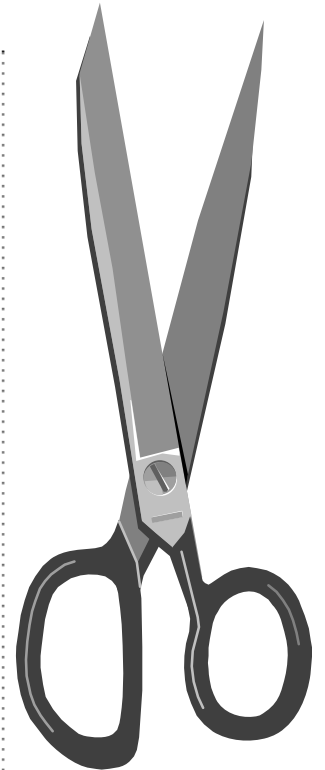


Cut along the outer border and affix this label to your sealed proposal envelope to identify it as a “Sealed Proposal”. Be sure to include the name of the company submitting the bid where requested.

SEALED PROPOSAL • DO NOT OPEN	
SEALED PROPOSAL NO.:	089-0408-P (JL)
PROPOSAL TITLE :	Justice CCMS – Consolidated Case Management System
DUE DATE/TIME:	July 30, 2009 / 3:00 P.M.
SUBMITTED BY:	_____ (Name of Company)

DELIVER TO: PURCHASING DEPARTMENT
Board of County Commissioners
Annex Building – 6th Floor
400 South Fort Harrison Avenue
Clearwater, FL 33756



Please Note:

From time to time, addenda may be issued to this proposal. Any such addenda will be posted on the same Web site, www.pinellascounty.org/purchase/Current_Bids1.htm, from which you obtained this proposal. Before submitting your proposal you should check our Web site to download any addenda that may have been issued. Please remember to sign and return Addenda Acknowledgement Form with completed proposal package if applicable.

SUBMIT TO: PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS 400 S. FT. HARRISON AVENUE ANNEX BUILDING – 6 TH FLOOR CLEARWATER, FL 33756		 REQUEST FOR PROPOSAL	
ISSUE DATE: June 5, 2009		PROPOSAL SUBMITTALS RECEIVED AFTER SUBMITTAL DATE & TIME WILL NOT BE CONSIDERED	
TITLE: Justice CCMS – Consolidated Case Management System			RFP NUMBER: 089-0408-P (JL)
SUBMITTAL DUE: <u>July 30, 2009</u> 3:00 P.M. AND MAY NOT BE WITHDRAWN FOR 60 DAYS FROM DATE LISTED ABOVE.			PRE-PROPOSAL DATE & LOCATION: June 24, 2009 / 9:30 A.M. Swisher Building, 509 East Ave S, - Rm 111, Clearwater, FL 33756
DEADLINE FOR WRITTEN QUESTIONS: July 15, 2009 / 5:00 P.M. E.D.T. SUBMIT QUESTIONS TO: JOE LAURO Phone: 727-464-3311 Fax: 727-464-3925 Email: jlauro@pinellascounty.org			
COMMISSIONERS CALVIN D. HARRIS - CHAIRMAN KAREN WILLIAMS SEEL - VICE CHAIRMAN NANCY BOSTOCK NEIL BRICKFIELD SUSAN LATVALA JOHN MORRONI KENNETH T. WELCH		THE MISSION OF PINELLAS COUNTY Pinellas County Government is committed to progressive public policy, superior public service, courteous public contact, judicious exercise of authority and sound management of public resources to meet the needs and concerns of our citizens today and tomorrow.	

Joe Lauro

JOSEPH LAURO,
CPPO/CPPB
 Director of Purchasing

PROPOSER MUST COMPLETE THE FOLLOWING

PROPOSERS ARE CAUTIONED THAT THE POLICY OF THE BOARD OF COUNTY COMMISSIONERS, PINELLAS COUNTY, IS TO ACCEPT THE LOWEST RESPONSIBLE PROPOSAL RECEIVED MEETING SPECIFICATIONS. NO CHANGES REQUESTED BY A PROPOSER DUE TO AN ERROR IN PRICING WILL BE CONSIDERED AFTER THE RFP OPENING DATE AS ADVERTISED. BY SIGNING THIS PROPOSAL FORM YOU ARE ATTESTING TO YOUR AWARENESS OF THIS POLICY AND ARE AGREEING TO ALL OTHER PROPOSAL TERMS AND CONDITIONS.

PAYMENT TERMS: ____% ____DAYS, NET **45** (PER F.S. 218.70) *RFP DEPOSIT, IF REQUIRED, IS ATTACHED IN THE AMOUNT OF \$ _____

PROPOSER (COMPANY NAME): _____ **D/B/A** _____

MAILING ADDRESS: _____ **CITY/STATE/ZIP** _____

COMPANY EMAIL ADDRESS: _____

PHN:() _____ **FAX:**() _____

***REMIT TO NAME:** _____
 (As Shown On Company Invoice)

CONTACT NAME: _____

Proper Corporate Identity is needed when you submit your bid, especially how your firm is registered with the Florida Division of Corporations. Please visit www.sunbiz.org for this information. It is essential to return a copy of your W-9 with your bid. Thank you.

PRINT NAME: _____

EMAIL ADDRESS: _____

I HEREBY AGREE TO ABIDE BY ALL CONDITIONS OF THIS RFP & CERTIFY I AM AUTHORIZED TO SIGN THIS RFP FOR THE PROPOSER.

AUTHORIZED SIGNATURE: _____

PRINT NAME/TITLE: _____

FORMS CHECKLIST	
COPY OF COMPANY INVOICE	☐
W-9 (TAXPAYER ID)	☐

THIS FORM MUST BE RETURNED WITH YOUR RESPONSE

SEE SECTION E—SCOPE OF WORK

SECTION A - GENERAL CONDITIONS

1. SUBMISSION OF PROPOSAL:

- a) Proposals will be opened immediately after the proposal submittal date and time (3:00 PM) by the Pinellas County Purchasing Department, 400 South Fort Harrison Avenue, Annex Building, 6th Floor, Clearwater, FL 33756. The public may attend the proposal opening, but may not immediately review any proposals submitted. The names of respondents only will be read aloud at the time of opening. Pursuant to Section 119.07(3)(m), all proposals submitted shall be subject to review as public records 10 days from opening, or earlier if an intended decision is reached before the 10-day period expires. Late proposals will not be accepted.
- b) Proposals and changes thereto shall be enclosed in sealed envelopes or packages, addressed to the Purchasing Department, Pinellas County. The name and address of the firms, the date and hour of the proposal submittal, and the title shall be placed on the outside of the envelope.
- c) Proposals must follow the format of the RFP and structure their responses to follow the sequence of the RFP when submitting a proposal. County staff will evaluate the proposals received, based on responsiveness to the evaluation criteria and based on the information being provided in the required sequence.
- d) Proposers must have experience in work of the same or similar nature, and must provide references that will satisfy the County. Proposer must furnish a reference list of at least four (4) customers for whom they have performed similar services and must provide information as specified in Section D.
- e). Proposer is advised that exceptions to any of the terms contained in this RFP or the attached service agreement must be identified in its response to the RFP. Failure to do so may lead County to declare any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.

2. WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS:

No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this proposal must be sent in writing (mail or fax) to the Purchasing Department and received no later than the deadline specified in RFP. Responses to questions may be handled as an addendum if the response would provide clarification to requirements of the proposal. All such addenda shall become part of the contract documents. The County will not be responsible for any other explanation or interpretation of the proposed RFP made or given prior to the award of the contract. The Purchasing Department will be unable to respond to questions received after the specified deadline.

3. DESCRIPTION OF SUPPLIES/SERVICES:

Any manufacturer's names, trade names, brand name, or catalog numbers used in specifications are for the purpose of describing and establishing general quality levels. SUCH REFERENCES ARE NOT INTENDED TO BE RESTRICTIVE. Proposals will be considered for all brands that meet the quality of the specifications listed for any items.

SECTION A – GENERAL CONDITIONS – CONTINUED

4. RIGHTS OF PINELLAS COUNTY IN REQUEST FOR PROPOSAL PROCESS:

In addition to all other rights of the County under Florida law, the County specifically reserves the following:

- a) Pinellas County reserves the right to rank firms and negotiate with the highest-ranking firm. Negotiation with an individual proposer does not require negotiation with others.
- b) Pinellas County reserves the right to select the proposal that it believes will serve the best interest of Pinellas County.
- c) Pinellas County reserves the right to reject any or all Proposals.
- d) Pinellas County reserves the right to cancel the entire Request for Proposal.
- e) Pinellas County reserves the right to remedy or waive technical or immaterial errors in the Request for Proposal or in proposals submitted.
- f) Pinellas County reserves the right to request any necessary clarifications of proposal data without changing the terms of the proposal.
- g) Pinellas County reserves the right to make selection of the proposer to perform the services required on the basis of the original proposals without negotiation.

5. EVALUATION CRITERIA:

The evaluation criteria define the factors that will be used by the Evaluation Committee to evaluate and score responsive, responsible and qualified proposals. Proposers shall include sufficient information to allow the Evaluation Committee to thoroughly evaluate and score their proposals. Each proposal submitted shall be evaluated and ranked by an evaluation committee. The contract will be awarded to the most qualified proposer, per the evaluation criteria listed in Section E of the RFP. Proposers will ordinarily not be suggested for award/ranking of firms or oral presentations if a score of at least eighty percent (80%) of the total points available is not achieved through evaluation.

6. COSTS INCURRED BY PROPOSERS:

All expenses involved with the preparation and submission of proposals to the County, or any work performed in connection therewith, shall be borne solely by the Proposer(s). No payment will be made for any responses received, or for any other effort required of, or made by, the Proposer(s) prior to contract commencement.

7. ORAL PRESENTATION AND DEMONSTRATION:

An oral presentation of the proposal, and a demonstration of the proposer's solution, may be requested of any firm, at the Evaluation Committee's discretion.

SECTION A – GENERAL CONDITIONS – CONTINUED

8. CONFLICT OF INTEREST:

- a) The Proposer represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Fla. Stat., §112.311, et. Seq. The Proposer further represents that no person having any interest shall be employed for said performance.
- b) The Proposer shall promptly notify the County's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest, or other circumstance, which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Proposer may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by the Proposer. The County agrees to notify the Proposer of its opinion by certified mail within thirty days of receipt of notification by the Proposer.

9. WITHDRAWAL OF PROPOSAL:

A proposal may be withdrawn prior to the time set for the proposal submittal, based on a written request from an authorized representative of the firm; however, a proposal may not be withdrawn after the time set for the proposal submittal for a period of time as specified.

10. LATE PROPOSAL OR MODIFICATIONS:

Proposal and modifications received after the time set for the proposal submittal will not be considered; however, modifications in writing received prior to the time set for the proposal submittal will be accepted. **In addition, late proposals will not be accepted for any reason, and will be rejected and will be returned. The time clock stamp located in Pinellas County Purchasing Department shall be the official time stamp.** This upholds the integrity of the proposal process.

11. PROPOSALS FROM RELATED PARTIES / MULTIPLE PROPOSALS RECEIVED FROM ONE VENDOR:

Where two (2) or more related parties each submit a proposal or multiple proposals are received from one (1) vendor, for any contract, such proposals shall be judged non-responsive. Related parties mean proposers or the principals thereof, which have a direct or indirect ownership interest in another proposer for the same contract or in which a parent company or the principals thereof of one (1) proposer have a direct or indirect ownership interest in another bidder or proposer for the same contract.

Subcontractors of Lead Vendors are not permitted to submit separate proposals for this RFP. Subcontractors that submit separate proposals will negate their proposal as well as the proposal of the Lead Vendor they are subcontracting with. A Joint Venture proposal by two or more unrelated parties will be accepted. Some restrictions are illustrated in *Figure 1: Proposal structures that are allowed* and in *Figure 2: Proposal structures that are not allowed*.

SECTION A – GENERAL CONDITIONS – CONTINUED

Proposal Structures for Lead Vendor and Subcontracting Vendors that are Allowed

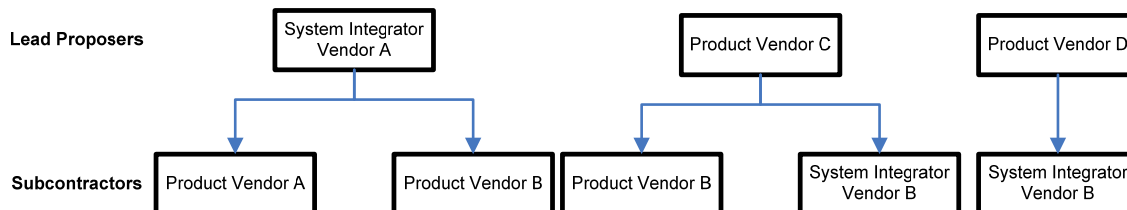
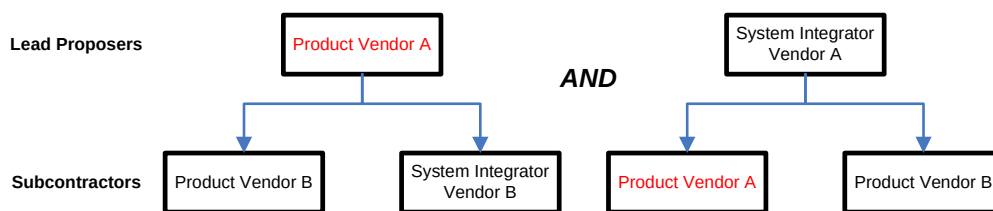


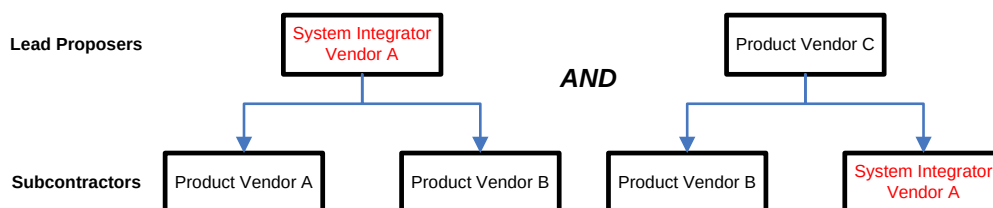
Figure 1: Proposal structures that are allowed

Proposal Structures for Lead Vendor and Subcontracting Vendors that are NOT Allowed



Not Permitted because Product Vendor A is both a Lead Vendor submitting a proposal and a subcontracting Vendor for System Integrator Vendor A.

OR



Not Permitted because System Integrator Vendor A is both a Lead Vendor submitting a proposal and a subcontracting Vendor for Product Vendor C.

Figure 2: Proposal structures that are not allowed and will be judged to be non-responsive

12. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

The laws of the State of Florida apply to any purchase made under this Request for Proposal. Proposers shall comply with all local, state, and federal directives, orders and laws as applicable to this proposal and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and OSHA as applicable to this contract.

SECTION A – GENERAL CONDITIONS – CONTINUED

13. PROVISION FOR OTHER AGENCIES:

Unless otherwise stipulated by the proposer, the proposer agrees to make available to all Government agencies, departments, and municipalities the proposal prices submitted in accordance with said proposal terms and conditions therein, should any said governmental entity desire to buy under this proposal. Eligible Users shall mean all state of Florida agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the contract.

14. COLLUSION:

The proposer, by affixing his signature to this proposal, agrees to the following: "Proposer certifies that his proposal is made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal for the same item(s) and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action".

15. RIGHT TO AUDIT:

Pinellas County reserves the privilege of auditing a vendor's records as such records relate to purchases between Pinellas County and said vendor. Such audit privilege is provided for within the text of the Pinellas County Code §2-156 through §2-176(j). Records should be maintained for three years from the date of final payment.

16. STATEMENT RELATIVE TO "PUBLIC ENTITY CRIMES":

The proposer is directed to the Florida Public Entity Crime Act, §287.133, Florida Statutes, and the County's requirement that the successful proposer comply with it in all respects prior to and during the term of this contract.

17. COUNTY INDEMNIFICATION:

- a) The first ten dollars (\$10) of compensation received by the contractor pursuant to this contract represents specific consideration for the following indemnification: contractor shall indemnify, pay the cost of defense, including attorneys' fees, and hold harmless the County from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons or property by or from the said contractor; or by, or in consequence of any neglect in safeguarding the work; or through the use of unacceptable materials in the construction of improvements; or by, or on account of any act or omission, neglect or misconduct of the said contractor; or by, or on account of, any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the County.
- b) The successful proposer(s) agrees to indemnify the County and hold it harmless from and against all claims, liability, loss, damage or expense, including counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the goods or any part thereof covered by this order, and such obligation shall survive acceptance of the goods and payment thereof by the County.

SECTION A – GENERAL CONDITIONS – CONTINUED

18. VARIANCE FROM STANDARD TERMS & CONDITIONS:

All standard terms and conditions stated in Section A apply to this contract except as specifically stated in the subsequent sections of the document, which take precedence over Section A, and should be fully understood by proposers prior to submitting a proposal on this requirement.

19. ADA REQUIREMENT FOR PUBLIC NOTICES:

Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 727/464-4062 (voice/tdd) fax 727/464-4157, not later than seven days prior to the proceeding.

20. CERTIFICATE OF INSURANCE:

The successful proposer must provide a Certificate of Insurance in accordance with Insurance Requirements, Section C, prior to issuance of Purchase Order or commencement of any work hereunder.

21. PROCUREMENT POLICY FOR RECYCLED MATERIALS:

Pinellas County wishes to encourage its proposer to use recycled products in fulfilling contractual obligations to the County and that such a policy will serve as a model for other public entities and private sector companies.

When awarding a purchase of \$5000 or less, or recommending a purchase in excess of \$5000 for products, materials, or services, the Director of Purchasing may allow a preference to a responsive proposer who certifies that their product or material contains the greatest percentage of postconsumer material. If they are submitting a proposal on paper products they must certify that their materials and/or products contain at least the content recommended by the EPA guidelines.

On all proposals over fifty thousand dollars (\$50,000) and formal quotes under fifty thousand dollars (\$50,000), or as required by law, the Director of Purchasing shall require vendors to specify which products have recycled materials, what percentage or amount is postconsumer material, and to provide certification of the percentages of recycled materials used in the manufacture of goods and commodities procured by the County.

Price preference is not the preferred practice the County wishes to employ in meeting the goals of this resolution. If a price preference is deemed to serve the best interest of the County and further supports the purchase of recycled materials, the Director of Purchasing will make a recommendation that a price preference be allowed up to an amount not to exceed 10% above the lowest complying proposal received.

DEFINITIONS:

Recovered Materials: Materials that have recycling potential, can be recycled, and have been diverted or removed from the solid waste stream for sale, use or reuse, by separation, collection, or processing.

Recycled Materials: Materials that contain recovered materials. This term may include internally generated scrap that is commonly used in industrial or manufacturing processes, waste or scrap purchased from another manufacturer and used in the same or a closely related product.

SECTION A – GENERAL CONDITIONS – CONTINUED

Postconsumer Materials: Materials which have been used by a business or a consumer and have served their intended end use, and have been separated or diverted from the solid waste stream for the purpose of recycling, such as; newspaper, aluminum, glass containers, plastic containers, office paper, corrugated boxes, pallets or other items which can be used in the remanufacturing process.

The County shall be responsible for filing all DEP notifications and furnish a copy of the DEP notification and approval for demolition to the successful proposer. The County will furnish a copy of the asbestos survey to the successful proposer. The proposer must keep this copy on site at all times during the actual demolition.

22. PAYMENT/INVOICES:

The proposer must specify on the Proposal Summary form the exact company name and address which must be the same as invoices submitted for payment as a result of award of this RFP. Further, the successful proposer is responsible for immediately notifying the Purchasing Department of any company name change, which would cause invoicing to change from the name used at the time of the original RFP. Payment will be made, in arrears, in accordance with Fla. Stat. § 218.70, et. seq., the Local Government Prompt Payment Act.

23. CANCELLATION:

- a) Pinellas County reserves the right to cancel this contract without cause by giving thirty (30) days prior notice to the contractor in writing of the intention to cancel or with cause if at any time the contractor fails to fulfill or abide by any of the terms or conditions specified.
- b) Failure of the contractor to comply with any of the provisions of this contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of Pinellas County.
- c) In addition to all other legal remedies available to Pinellas County, Pinellas County reserves the right to cancel and obtain from another source, any items/services which have not been delivered within the period of time stated in proposal, or if no such time is stated, within a reasonable period of time from the date of order as determined by Pinellas County.
- d) In the event sufficient budgeted funds are not available for a new fiscal period, the County shall notify the vendor of such occurrence and contract shall terminate on the last day of current fiscal period without penalty or expense to the County.

24. ASSIGNMENT/SUBCONTRACTING/CORPORATE ACQUISITIONS AND/OR MERGERS:

The Contractor shall perform this contract. No assignment or subcontracting shall be allowed without prior written consent of the County. If a proposer intends to subcontract a portion of this work, the proposer must disclose that intent in the proposal. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the County within thirty (30) business days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the County, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the County awarding a proposal to a firm that has disclosed its intent to

SECTION A – GENERAL CONDITIONS – CONTINUED

assign or subcontract in its response to the RFP, without exception shall constitute approval for purpose of this Agreement.

25. NON-EXCLUSIVE CONTRACT:

Award of this Contract shall impose no obligation on the County to utilize the vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The County specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the County's best interest. In the case of multiple-term contracts, this provision shall apply separately to each term.

26. LOBBYING:

Lobbying of Evaluation Committee members, Pinellas County Government employees, or elected officials regarding request for proposals, request for qualifications, bids or contracts, during the pendency of bid protest, by the bidder/proposer/protestor or any member of the bidder's/proposer's/protestor's staff, an agent of the bidder/proposer/protestor, or any person employed by any legal entity affiliated with or representing an organization that is responding to the request for proposal, request for qualification, bid or contract, or has a pending bid protest is strictly prohibited either upon advertisement or on a date established by the Board of County Commissioners and shall be prohibited until either an award is final or the protest is finally resolved by the County Administrator or Purchasing Director; provided, however, nothing herein shall prohibit a prospective bidder/proposer from contacting the Purchasing Department to address situations such as clarification and/or questions related to the procurement process. For purposes of this provision lobbying activities shall include but not be limited to, influencing or attempting to influence action or non-action in connection with any request for proposal, request for qualification, bid or contract through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any request for proposal, request for qualification, bid or contract to be rejected.

27. ADDITIONAL REQUIREMENTS:

The County reserves the right to request additional services relating to this Agreement from the Contractor. When approved by the County as an amendment to this Agreement and authorized in writing, the Contractor shall provide such additional requirements as may become necessary.

28. ADD/DELETE LOCATIONS/SERVICES:

The County reserves the right to unilaterally add or delete locations/services, either collectively or individually, at the County's sole option, at any time after award has been made as may be deemed necessary or in the best interests of the County. In such case, the contractor(s) will be required to provide services to this contract in accordance with the terms, conditions, and specifications.

29. SERVICES AGREEMENT:

A written agreement, in substantially the form attached, incorporating the Request for Proposal and the successful proposal will be prepared by the County, signed by the successful proposer and presented to the Board of County Commissioners, County Administrator or Director of Purchasing for approval and signature.

SECTION A – GENERAL CONDITIONS – CONTINUED

30. PROTEST PROCEDURE:

As per Section 2-162 of County Code

1.

(a) *Bid/Proposal protests.* Any actual or prospective bidder, proposer, who is allegedly aggrieved in connection with the issuance of a bid/proposal package or pending award of a contract may protest to the director of purchasing.

(b) *Posting.* The Purchasing Department shall post the formal award on the departmental website. The formal award shall be publicly posted on the Purchasing Department's website no less than three full business days after the decision to recommend the award to the bidder/proposer is made.

(c) *Requirements to Protest.*

(1) If the protest relates to the content of the bid/proposal package, a formal written protest must be filed no later than 5:00 p.m. on the fifth full business day after issuance of the bid/proposal package.

(2) If the protest relates to the award of a contract, a formal written protest must be filed no later than 5:00 p.m., on the fifth business day after posting of either the contract award recommendation or the contract award itself. The formal written protest shall identify the protesting party and the solicitation involved; include a clear statement of the grounds on which the protest is based; refer to the statutes, laws, ordinances or other legal authorities which the protesting party deems applicable to such grounds; and specifically request the relief to which the protesting party deems itself entitled by application of such authorities to such grounds.

(3) A formal written protest is considered filed with the county when the Purchasing Department, County Administrator, or County Commission receives it. Accordingly, a protest is not timely filed unless it is received within the time specified above. Failure to file a formal written protest within the time period specified shall constitute a waiver of the right to protest and result in relinquishment of all rights to protest by the bidder/proposer.

(d) *Sole remedy.* These procedures shall be the sole remedy for challenging an award of bid. Bidder/proposers are prohibited from attempts to influence, persuade, or promote a bid protest through any other channels or means. Such attempts shall be cause for suspension in accordance with 2-161(b) of this article.

(e) *Time Limits.* The time limits in which protests must be filed as specified herein may be altered by specific provisions in the Bid/Request for Proposal.

(f) *Authority to resolve.* The Director of Purchasing shall resolve the protest in a fair and equitable manner and shall render a written decision to the protestant no later than 5:00 p.m. on the fifth business day after the filing thereof.

SECTION A – GENERAL CONDITIONS – CONTINUED

(g) Review of Purchasing Director's decision.

(1) The protesting party may request a review of the Purchasing Director's decision to the County Administrator by delivering written request for review of the decision to the Director of Purchasing by 5:00 p.m. on the fifth business day after the date of the written decision. The written notice shall include any written or physical materials, objects, statements, and arguments, which the bidder/proposer deems relevant to the issues raised in the request for review.

(2) If it is determined that the solicitation or award is in violation of law or the regulations and internal procedures of the Purchasing Department, the County Administrator shall immediately cancel or revise the solicitation or award as deemed appropriate.

(3) If it is determined that the solicitation or award should be upheld, the County Administrator shall issue a decision in writing stating the reason for the action with a copy furnished to the protesting party and all substantially affected persons or businesses no later than 5:00 p.m., on the fifth full business day. The decision shall be final and conclusive as to the county unless any further action is taken or a party commences action in court.

(h) Stay of Procurement During Protests. There shall be no stay of procurement during protests.

31. INTEGRITY OF REQUEST FOR PROPOSAL (RFP) DOCUMENTS:

Proposers shall use the original RFP Form(s) provided by the Purchasing Department and enter information only in the spaces where a response is requested. Proposers may use an attachment as an *addendum* to the RFP Form(s) if sufficient space is not available on the original form for the proposer to enter a complete response. **Any modifications or alterations to the original RFP documents by the proposer, whether intentional or otherwise, will constitute grounds for rejection of a RFP.** Any such modifications or alterations a proposer wishes to propose must be clearly stated in the proposer's RFP response and presented in the form of an addendum to the original RFP documents.

32. PUBLIC EMERGENCIES:

It is hereby made a part of this bid that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God that Pinellas County shall require a "First Priority" for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety, as determined by the County. Vendor/contractor agrees to rent/sell/lease all goods and services to the County or governmental entities on a "first priority" basis. The County expects to pay a fair and reasonable price for all products and services rendered or contracted in the event of a disaster, emergency, hurricane, tornado or other acts of God.

SECTION B – SPECIAL CONDITIONS

Proposal Title: Justice CCMS – Consolidated Case Management System
Proposal Number: 089-0408-P (JL)

1. OBJECTIVE:

It is the objective of Pinellas County, and within Pinellas County—the Board of County Commissioners, the Courts, the Clerk of Court, the Public Defender, the Sheriff, and the State Attorney to procure and implement a new Justice Consolidated Case Management System, and to hire a qualified proposer to deliver a solution as outlined in this request for proposal (RFP).

2. PROPOSAL REQUIREMENTS:

Each proposal should contain the following at a minimum. Proposers must also address detailed requirements as specified in Section E, Scope of Work.

- a) A written narrative describing the proposed solution and a method or manner in which the proposer proposes to satisfy the requirements contained in the Scope of Work. See Section E for details that should be submitted as proposal Section 1.0.
- b) A description of the proposer's experience in providing the same or similar software solution as outlined in the RFP. The proposer must provide project descriptions, and customer references, where the proposer has implemented similar software solutions. Additionally, project descriptions must include the names of the proposer's staff members, and/or subcontractor's staff members, who will provide related implementation support services, their qualifications, and the years of experience in performing the types of implementation support work proposed. See Section E for details that should be submitted as proposal Section 9.0.
- c) The cost(s) for services as outlined in the Scope of Work. See Section E for details that should be submitted as proposal Section 13.0.

3. EVALUATION CRITERIA:

Following is the criteria that will be used by the County to evaluate and score responsive and qualified proposals. Proposers shall include sufficient information to allow the County to thoroughly evaluate and score their proposals. Each proposal submitted shall be evaluated and ranked by an evaluation committee. The contract will be awarded to the most qualified proposer, per the evaluation criteria listed in Section E.8, Scope of Work.

4. PRICING/PERIOD OF CONTRACT:

Implementation services costs shall be held firm for the duration of the contract unless changed during the negotiations of the contract. Services performed pursuant to this contract shall commence upon execution of the agreement and continue as necessary to perform and complete all system implementation work required, a period of approximately 36 months from the date of execution of the agreement unless otherwise indicated.

5. TERM EXTENSION:

The contract may be renewed subject to written notice of agreement from the County and successful proposer, for additional period(s) beyond the primary contract period identified during negotiations. This option shall be exercised only if all prices, terms and conditions remain the same and approval is granted by the County Administrator or Director of Purchasing.

SECTION B – SPECIAL CONDITIONS – CONTINUED

6. NON-MANDATORY PRE-PROPOSAL CONFERENCE:

Will be held on June 24, 2009 at 9:30 a.m., at Pinellas County, Swisher Building, 509 East Ave S - Room 111, Clearwater, FL 33756. All questions pertaining to the proposal or technical specifications will be reviewed at this time. Proposal suggestions or modifications may be discussed with County representatives at this meeting and may be considered by representatives as possible addenda to the Request for Proposal. Proposers attending should bring a copy of the RFP and are advised to read the RFP.

7. PERFORMANCE SECURITY:

The successful proposer must supply Performance Security in the amount of **one hundred percent (100%)** of the final negotiated costs prior to execution of the contract or issuance of a Purchase Order.

The performance security must be in the form of a performance bond, cashier's check, certified check, bank draft, trust company treasurer's check or irrevocable letter of credit. Checks shall be payable to Pinellas County Board of County Commissioners. **NO PERSONAL, COMPANY CHECKS OR CASH WILL BE ACCEPTED.**

8. PROPOSAL SUBMITTAL COPIES:

Proposals shall be submitted as **one (1) printed Original and thirteen (13) printed copies** with the 'Original' clearly marked. In addition, proposers must submit on a compact disk (CD) their proposal in both a) portable document format (PDF) that has been converted not scanned as an image, and b) a MS-Word 97-2003 document. Any MS-Excel spreadsheet must be submitted on a CD as an MS-Excel 97-2003 file in the original version provided. Proposers must submit **fifteen (15) CD copies**. Costs are to be submitted in printed form in a separate sealed envelope.

9. ITEMS TO BE RETURNED WITH PROPOSAL:

A	Section D	Vendor References
B	Section F	Proposal Submittal (reference attachment 1)
C	Page 1	Proposal Signature Page
D	Section G	Addendum Acknowledgement Form (If Applicable)
E	Section H	Statement of No Submittal (If Applicable)

SECTION B – SPECIAL CONDITIONS – CONTINUED

10. TIME LINE:

Following is a listing of actions and **anticipated dates**; the County reserves the right to change the dates, if necessary.

Figure 3

Date	
June 5, 2009	Advertising & Publishing RFP
June 24, 2009	Pre-proposal Conference at 9:30 am (see page 12 for details)
July 15, 2009	Deadline for Questions/Clarifications at 3:00 p.m.
July 30, 2009	Proposals due in Purchasing by 3:00 p.m. Public opening to follow immediately.
Week of August 17, 2009	Evaluation of the RFP (Phase 1)
Week of August 31, 2009	Potential Conference Call with Proposers to answer last minute questions regarding the presentations.
Weeks of September 7 and 14, 2009	Proposer Presentations & Demonstrations
Week of September 21, 2009	Evaluation of Presentations & Demonstrations (Phase 2)
Weeks of October 5 and 12, 2009	Discovery Sessions and Evaluation (Phase 3)
October 30, 2009	Recommendation due to Purchasing from Evaluators for Ranking.
January 12, 2010	Submit recommendation of ranking with permission to negotiate to Board for approval of #1 ranked firm.
January 22, 2010	Final contract recommendation due to Purchasing from Evaluators.
February 16, 2010	Submit recommendation to Board for Award of Contract

SECTION C – INSURANCE AND IDEMNIFICATION REQUIRMENTS

I. MINIMUM INSURANCE REQUIREMENTS FOR GENERAL LOW RISK CONTRACTS

- A. Prior to the time Contractor is entitled to commence any part of the project, work or services under this Contract, Contractor shall procure, pay for and maintain at least the following insurance coverage's and limits. Said insurance shall be evidenced by delivery to the County of (1) certificates of insurance executed by the insurers listing coverage's and limits, expiration dates and terms of policies and all endorsements whether or not required by the County, and listing all carriers issuing said policies; and (2) upon request a certified copy of each policy, including all endorsements. The insurance requirements shall remain in effect throughout the term of this Contract. In addition, the County reserves the right to request physical evidence of this coverage by requesting the policy declaration page.
- (1) Worker's Compensation in at least the limits as required by law; Employers' Liability Insurance of not less than \$100,000 for each accident.
 - (2) Comprehensive General Liability Insurance including, but not limited to, Independent Contractor, Contractual, Premises/Operations, Products/Completed Operation and Personal Injury covering the liability assumed under indemnification provisions of this Contract, with limits of liability for personal injury and/or bodily injury, including death, of not less than \$500,000, each occurrence; and property damage of not less than \$100,000, each occurrence. (Combined Single Limits of not less than \$500,000, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence" basis, and the policy shall include Broad Form Property Damage coverage, and Fire Legal Liability of not less than \$50,000 per occurrence, unless otherwise stated by exception herein.
 - (3) Comprehensive Automobile and Truck liability covering owned, hired and non-owned vehicles with minimum limits of \$500,000 each occurrence, for bodily injury including death, and property damage of not less than \$100,000, each occurrence. (Combined Single Limits of not less than \$500,000, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards.
 - (4) Professional Liability Insurance (including Errors and Omissions) with minimum limits of \$500,000 per occurrence, if occurrence form is available; or claims made form with "tail coverage" extending three (3) years beyond completion and acceptance of the PROJECT with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", CONSULTANT may submit annually to the COUNTY a current Certificate of Insurance proving claims made insurance remains in force throughout the same three (3) year period.
 - (5) **\$1,000,000.00** combined single limits, personal injury and/or bodily injury, including death, and property damage liability insurance as an excess of the primary coverage required above.

SECTION C – INSURANCE AND IDENTIFICATION REQUIREMENTS – CONTINUED
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- B. Each insurance policy shall include the following conditions by endorsement to the policy:
- (1) Each policy shall require that thirty (30) days prior to expiration, cancellation, non-renewal or any material change in coverage's or limits, a notice thereof shall be given to County by certified mail to: Pinellas County Purchasing Department, 400 S. Ft. Harrison Avenue, 6th Floor, Clearwater, Florida 33756. Contractor shall also notify County, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage received by said Contractor from its insurer; and nothing contained herein shall absolve Contractor of this requirement to provide notice.
 - (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
 - (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
 - (4) **Pinellas County shall be endorsed** to the required policy or policies as an additional insured. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County to any such future coverage, or to County's Self-Insured Retention's of whatever nature.
- C. Contractor hereby waives subrogation rights for loss or damage against the County.
- D. Contractor shall ensure that any subcontractors or persons hired by subcontractors maintain the same level of insurance coverage as the contractor.

II. **MINIMUM INSURANCE REQUIREMENTS FOR HIGH RISK CONTRACTS OVER \$100,000.00**

- A. For selected high-risk contracts over \$100,000.00 aggregate value, the County may require an insurance certificate, policy declaration page and required endorsements. These required items shall be received by the County after formal Board of County Commissioners award and prior to execution of contract. Failure to provide required insurance documentation may cause your company to forfeit award.
- B. There may be certain projects or services less than \$100,000.00 in aggregate value that would be an exception and must be treated the same way as those services of \$100,000.00 and greater i.e. services involving obvious potentially dangerous conditions. Examples of such services would be any contracts involving construction, alterations, renovations, painting, spraying, roofing, mowing, scaffolding, excavation, demolition, environmentally sensitive work and any other condition that appears to be dangerous in nature.

SECTION D – VENDOR REFERENCES

Proposal Title: Justice CCMS – Consolidated Case Management System
RFP Number: 089-0408-P (JL)

THE FOLLOWING INFORMATION IS REQUIRED IN ORDER THAT YOUR PROPOSAL MAY BE REVIEWED AND PROPERLY EVALUATED.

COMPANY NAME:

LENGTH OF TIME COMPANY HAS BEEN IN BUSINESS:

BUSINESS ADDRESS:

HOW LONG IN PRESENT LOCATION:

TELEPHONE NUMBER:

FAX NUMBER:

TOTAL NUMBER OF CURRENT EMPLOYEES: _____ FULL TIME _____ PART TIME

NUMBER OF EMPLOYEES YOU PLAN TO USE TO SERVICE THIS CONTRACT: _____

All references will be contacted by a County Designee via email, fax, mail or phone call to obtain answers to questions, as applicable before an evaluation decision is made.

LOCAL COMMERCIAL AND/OR GOVERNMENTAL REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED SIMILAR CONTRACT SERVICES FOR:

All fields below must be completed

1

COMPANY NAME

CITY, STATE

CONTACT PERSON

TELEPHONE

FAX

EMAIL ADDRESS

2

COMPANY NAME

CITY, STATE

CONTACT PERSON

TELEPHONE

FAX

EMAIL ADDRESS

SECTION E – SCOPE OF WORK

Proposal Title: Justice CCMS – Consolidated Case Management System

Proposal Number: 089-0408-P (JL)

E.1 STATEMENT OF INTENT

Pinellas County ("County"), a political subdivision of the State of Florida, on behalf of the Pinellas County Courts, Clerk of Court, Public Defender, Sheriff, State Attorney, and the Pinellas County Board of County Commissioners, is soliciting proposals to procure and implement a replacement for its existing integrated and shared case management system known as Legacy CJIS—the Consolidated Justice Information System. The new solution desired, entitled Justice Consolidated Case Management System ("CCMS"), will result in a new integrated and shared system to be used by the County for common core case management processing and many other related functions.

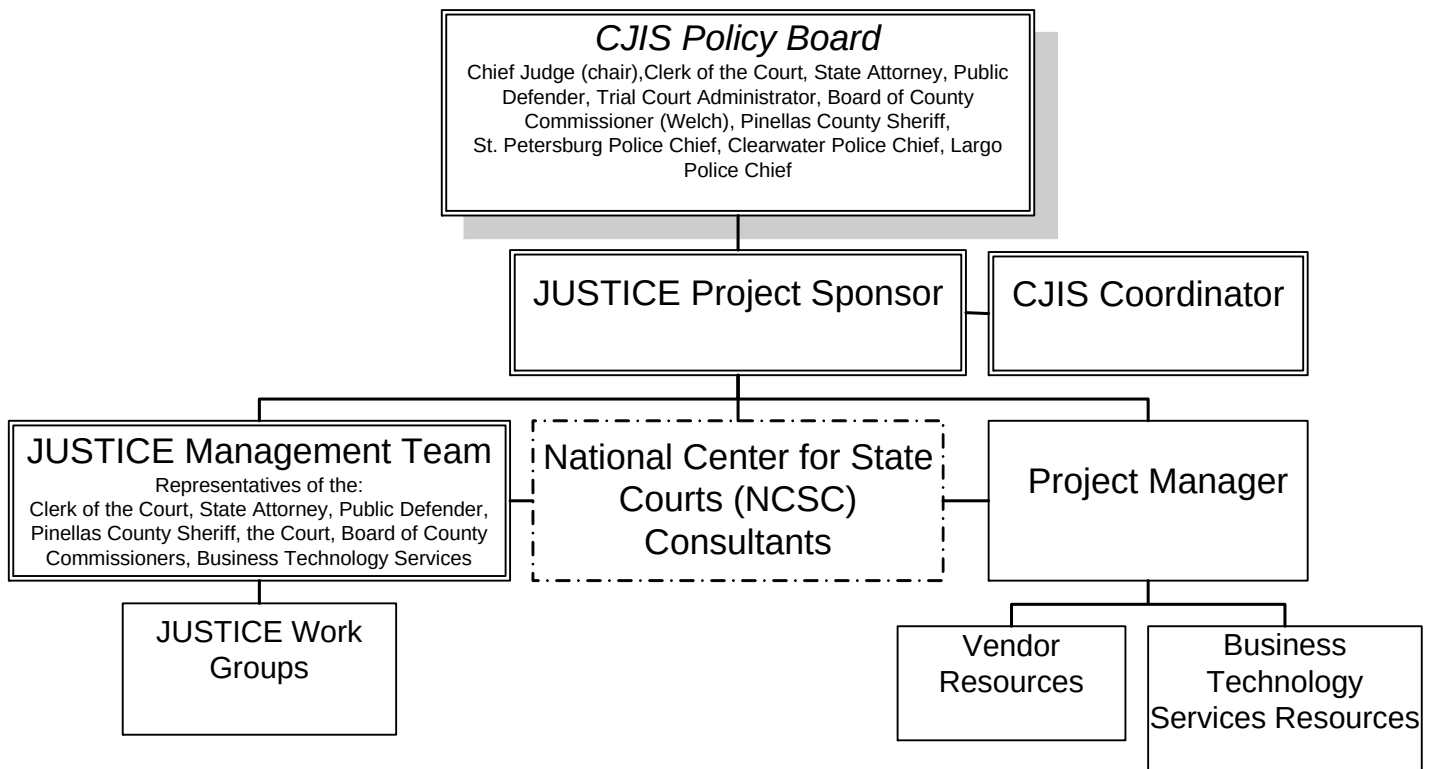
The Justice CCMS project exemplifies a collaborative relationship among its representative Constitutional officers, Agencies and the Courts. This collaborative relationship is unique within the justice community. Proposers should note the Justice CCMS project's Guiding Principles and Governance, specifically:

Figure 4: Justice CCMS Guiding Principles and Governance Structure



Justice Project Guiding Principles:

- We are committed to each others' success
- Retire Legacy CJIS
- Limit changes to Legacy CJIS
- Leverage Industry Best Practices
- Customize only as a last resort
- Design for flexibility and integration



SECTION E – SCOPE OF WORK – CONTINUED

E.2 PROPOSAL GUIDELINES

Failure to comply with the requirements of this RFP may result in disqualification. Note the following conditions as part of the submittal process:

E.2.1 Use the Submittal Checklist (Attachment 1) as a guide to insure that all required documents, forms, and attachments have been completed and submitted as instructed.

E.2.2 By submitting a proposal the proposer is providing a guarantee to the County that, if chosen, it shall be able to provide the proposed services during the period of time discussed in the RFP and agrees to all terms and conditions.

E.2.3 The Lead Proposer firm shall be considered to be the primary point of contact. If any additional products beyond those the County already owns a license for are required to fulfill any requirement of this RFP or any services are not provided by the Lead Proposer firm, firms are expected to partner to submit a joint proposal that includes all software and services necessary to fulfill the County's RFP requirements. Lead Proposer and all partners are subject to E.2.8 below.

E.2.4 All third-party software and services proposed as part of the proposer's solution are subject to the same guidelines of this RFP, unless otherwise stated. The Lead Proposer shall serve as the prime contact and is accountable for all work related to this RFP and the procurement process.

E.2.5 Pricing must be submitted on a "not-to-exceed" basis. For implementation and support services under a not-to-exceed arrangement, the County compensates the proposer on the basis of major deliverables to be identified in the development of the statement of work. If there is a "residual" amount at the end of the project (the difference between total implementation contract amount and actual total costs), the County shall retain the difference by not spending the funds. In contrast, if the implementation cost ceiling is exceeded, the proposer is to finish the work at no additional compensation. Business analysis, systems analysis, data conversion, system configuration, training, and software coding/modifications are all considered "implementation and support services" in this RFP.

Attachment 6 (Costs) is designed to enable proposers to reflect a total of all anticipated costs for the proposed solution. In addition to providing the total solution "cash" cost reflected in Attachment 6, proposers are encouraged to provide additional "funding" or "financing" options for the County to consider during contract negotiations. For example, a proposer may offer payment terms that reduce the upfront or "one-time" software licensing cost to the County by providing instead a monthly or yearly payment schedule. Or, the proposer may offer financing terms that defer some licensing or labor services payments until later, such as at (or beyond) the system acceptance date. Or, the proposer may offer "no software licensing fees" or "no labor services fees" at all to the County per se, but instead recoup cost through the (cost) benefit realized by the County for utilizing the vendor's (accepted) solution over a specified time period.

For each such alternative, the proposer should detail the differences in the total solution cost to the County between the alternative and the "cash" cost reflected in Attachment 6. Any optional funding or financing alternatives offered must not propose a "per user" or "per seat" fees basis; the County desires an enterprise license and fixed software cost regardless of the eventual number of end users. Any optional funding or financing alternatives offered must be included only in your Cost Proposal (Section 13.)

SECTION E – SCOPE OF WORK – CONTINUED

E.2.6 The County reserves the right to ask proposers to resubmit proposal pricing on either a fixed fee basis or a combination of fixed and not-to-exceed basis. All firms submitting proposals are encouraged to submit the most competitive proposal possible as the failure to do so may result in not being elevated for later steps in the procurement process.

E.2.7 The County reserves the right to reconsider any proposal submitted at any stage of the procurement. The County also reserves the right to meet with select proposers at any time to gather additional information. Furthermore, the County reserves the right to remove or add to the scope of the project (i.e., modules and components) until the final contract signing.

E.2.8 All information provided by Pinellas County in connection with this RFP shall be considered confidential and proprietary information of Pinellas County and must not be disclosed to individuals outside the proposer's organization or bid team without prior written approval.

E.3 NO PENALTY FOR PAUSE IN EFFORTS

There shall be no penalty if the County needs to re-baseline or needs to pause efforts. Additionally, the County reserves the right to discontinue work should it find that this is in its best interest. The Contractor shall be compensated for timelines and work plans completed to the County's satisfaction at that time, or any work in progress or future travel expenses incurred that cannot be cancelled if the County is unable to provide sufficient notice to the Contractor for the need to pause efforts.

E.4 DISCUSSION OF PROPOSALS

The County may conduct discussions with any proposer who submits a proposal. Proposers must be available for a presentation to the County on specific dates if selected for software demonstrations, proposal presentations and/or discovery (pre-contract negotiations).

E.5 SELECTION CONSULTANT

The County has retained the services of the National Center for State Courts (NCSC) for this project. The role of NCSC is to provide information and analytical services to support the procurement process. The decision to select software and implementation services suppliers is solely that of Pinellas County.

E.6 EVALUATION OF PROPOSALS

Proposers shall include sufficient information to allow the County to thoroughly evaluate and score their proposals. The final proposer shall be determined per the evaluation process and evaluation criteria listed in this section.

The evaluation team will consist of one evaluator from Pinellas County Business Technology Services, and one primary and alternate evaluator from the Courts, the Clerk of the Courts, State Attorney's Office, Public Defender's Office, Pinellas County Sheriff's Office and Pinellas County Board of Commissioners.

E.7 EVALUATION PROCESS

The County will use a three-phased approach to evaluating the proposals submitted. At the end of each phase, the County will use the evaluation criteria described in Section E.8 to elevate a limited number of proposers to the next phase. Upon elevation, that proposer shall engage in activities for the next phase. The County shall use the following three phases:

E.7.1 Phase 1: Detailed Proposal Assessment – In Phase 1, the County shall conduct a detailed review of all responses using the criteria listed in Section E.8. At the conclusion of Phase 1 a short list of proposers shall be elevated for Phase 2. Note that the evaluation focus in

SECTION E – SCOPE OF WORK – CONTINUED

Phase 1 is on the proposer's plans, relevant experience, technical approach, and the proposed solution's ability to meet new CCMS Technical Requirements (as opposed to Functional Requirements).

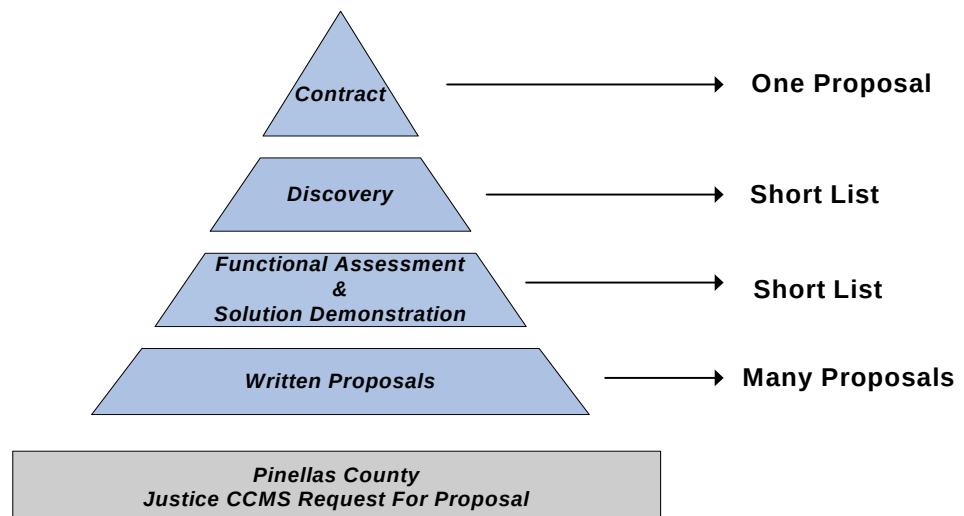
E.7.2 Phase 2: Functional Assessment and Solution Demonstration – The County shall invite certain proposer(s) for a one (1) day presentation and solution demonstration in front of the County's evaluation team and other key stakeholders. Proposers shall be prepared to make available key personnel included in the proposer's project implementation team. Phase 2 evaluation criteria are listed in Section E.8 and shall include an assessment of both the demonstration and of the original proposal. Proposers may be asked to refine elements of the proposal prior to the presentation and demonstration. During Phase 2, contact will be made with proposer's references. At the conclusion of Phase 2, a short list of proposers may be elevated for Phase 3. Note that the evaluation focus in Phase 2 is on the proposed solution's ability to meet Functional Requirements (Attachment 3) and Florida CMS Reporting Compliance Requirements (Attachment 13).

E.7.3 Phase 3: Discovery – Phase 3 shall include written responses to questions provided by the County in the form of Request for Clarification (RFC) Letters. These questions may ask proposers to refine certain elements of the proposal or to clarify anything related to the original proposal or the solution demonstration and presentation. After submission of answers to the RFC letters, proposers may be asked to provide an additional presentation for the County's evaluation team and other key stakeholders. Phase 3 shall be evaluated using criteria described in Section E.8. Focus on any requested presentation shall be to clarify outstanding issues and to allow the County and proposer to gather enough information to begin negotiations on a Statement of Work and other contractual agreements. During Phase 3, the County may take site visits to observe and interview other past or current customers of the proposer. At the conclusion of Phase 3, the County may select one (1) final proposer to begin Scope of Work discussions and contract negotiations.

E.8 EVALUATION CRITERIA

Each phase of the evaluation process builds off of previous phases where information presented is expected to become more detailed and more refined. In addition, the evaluation process is designed to allow the proposer to gather additional information about the County as the County elevates proposers and until a finalist has been selected. The following diagram represents the evaluation process.

Figure 5: Iterative Evaluation Process



SECTION E – SCOPE OF WORK – CONTINUED
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Figure 6: Evaluation Criteria

Phase 1: Detailed Proposal Assessment		
	Factor	Points
1.	Response to the County's 10 Global Technical Requirements	400
2.	Implementation Schedule and Methodology	100
3.	Staffing Plan, Project Org Chart, Corporate Org Charts	50
4.	Project Management Approach	50
5.	Training Approach and Sample Documents	100
6.	Change Management Approach	50
7.	Proposer Profile & Experience (County, city or municipal type governments, justice systems experience, etc.) (Includes background & references.)	150
	Sub Total	900
8.	Cost <i>(will be evaluated after items 1-7)</i>	100
	Total	1,000

Phase 2: Functional Assessment and Solution Demonstration		
	Factor	Points
1.	Response to the Justice CCMS Functional Requirements	400
2.	Demonstrated Ability to Make Justice CCMS Solution "Florida Compliant"	400
3.	Justice CCMS solution Demonstration	200
	Total	1,000

Phase 3: Discovery		
	Factor	Points
1.	Formal Responses to Requests for Clarification	200
2.	Compliance to the County's Terms and Conditions	100
3.	Total Project Costs (Best and Final Offer)	250
4.	Data Conversion and Implementation Strategy, Methodology and Plans	250
5.	Staffing Qualifications	200
	Total	1,000

SECTION E – SCOPE OF WORK – CONTINUED
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E.9 PROCUREMENT TIME LINE: SEE SECTION B.10.**E.10 ABOUT THE COUNTY**

By various Florida statutes, the Courts and the Justice Agencies within any County and Judicial Circuit are responsible for providing case management services, court records management and many other related services needed for the effective operation of the entire justice system within that jurisdiction. In Pinellas County, the Courts and the remaining four (4) primary justice stakeholder agencies (Clerk of the Court (“Clerk”), Public Defender, State Attorney and Sheriff) work cooperatively to achieve that goal while also maintaining the statutorily required separation of powers.

One critical component to Pinellas County’s effective administration of justice is the current integrated case management system—the Consolidated Justice Information System (Legacy CJIS), a common shared platform used by the Courts and the other four (4) primary justice stakeholder agencies. The current Legacy CJIS is a home-grown, mainframe-based custom case management application that implements shared use of an integrated back-end database by all users, and yet is also programmed and configured to implement the necessary separation of powers and operational responsibilities of each stakeholder during various phases in the justice process and various stages in the lifecycles of different case types.

The Business Technology Services Department (BTS) is responsible for maintaining and ensuring the security and availability of Legacy CJIS. BTS also has the responsibility for maintaining and ensuring the security of the County’s enterprise wide information assets and appropriate networks, and hardware and software platforms in accordance with Pinellas County’s strategic plans and policies.

Figure 7: About the County

About the County	
Population	945,000
Annual budget	\$1.9 Billion
Fiscal Year	10/1 to 9/30
Appointing Authorities	11
Approximate Number of Active CJIS Users	3,100
Employees	3,700 full time (additional 3,000 seasonal and volunteer)

E.11 BACKGROUND INFORMATION: CURRENT BTS STANDARDS

The following table describes the County’s current technical environment and standards. All proposals submitted must be capable of operating in this environment. If the proposed system could potentially create any compatibility issues, please provide the issue, consequences, and strategies for mitigation.

Figure 8: Current Pinellas County Technology Standards

Current Pinellas County Technology Standards:	
Computing Systems	
Server Operating Systems	Windows 2003, Red Hat Enterprise Linux 5.x (Linux), Power IBM AIX 5.x and 6.x
Desktop Operating Systems	Microsoft Windows XP Microsoft Vista
Database Standards	Oracle 10.x & 11.x, SQL Server 2003 & 2005
Hardware	

Current Pinellas County Technology Standards:	
Computing Systems	
Desktop (See Note)	Dell OptiPlex 755 family, Dell OptiPlex 745, Dell Optiplex GX 620, Dell Optiplex GX 520, Dell Precision Workstation 390 Dell Precision Workstation 380 HP DC5800 Intel Desktop Family (2GB – 4GB Memory, 2.33GHz - 2.66GHz processor) HP XW4600 Intel Workstation Family (4GB Memory, 3.00GHz processor)
Laptop (See Note)	Dell Latitude D410, Dell Latitude D420, Dell Latitude D610, Dell Latitude D620, Dell Latitude D630, Dell Latitude D810, Dell Latitude D820, Dell Latitude D830 HP 6710B Intel Laptop Family (2GB Memory, 2.20GHz processor) HP 6510B Intel Laptop Family (2GB Memory, 2.20GHz processor)
Server	Linux (HP Proliant Class), AIX (Power5 and Power6 architecture from IBM), and Intel x86 (HP Proliant Class).
Virtualization	VM Ware Software
Storage	EMC CX3-80 storage array, Compellent Technologies Storage Center storage array (Compellent Storage is not installed on IBM HCL therefore AIX/IBM Servers hosted only on the EMC Array), CISCO FC Directors, Qlogic FCHBA's is installed on Intel Servers, IBM (EMULEX) FCHBA's are installed on AIX (IBM) Servers, EMC PowerPath MPIO required for AIX 5.X.
Internet/Intranet	
Network Authentication	Active Directory, eDirectory, LDAP and Juniper VPN appliances
Directory Services	Active Directory and eDirectory
Web Site Development	Standard web support using open-source code (html or any of its variants, Javascript, etc.) Adobe CS3/Dreamweaver, SharePoint services for collaboration and Helix for web video. The county also uses .net, and is consolidating to WebSphere and moving away from JBoss. The Courts use Adobe Creative Suite CS4 and Dreamweaver.
Email	Microsoft Exchange 2003
Web Browser	Internet Explorer Version 6.x, 7 and 8, FireFox.
Remote Access	Juniper VPN appliances
Network	
Network Infrastructure	LAN - Ethernet 10/100/1000, TCP/IP, OSPF, BGP. WAN - ATM, Frame Relay, T1 and Gate-to-Gate VPN. Cisco Routing and switching environment. The current Pinellas County network environment is based on Ethernet and TCP/IP. The LAN environment is primarily 10/100Mb Ethernet to the station / Client with gigabit (1000mb) backbone connections to the core distribution level. Data Center environment is 100/1000Mb Ethernet with multi-gigabit backbone connections to the core distribution level. The Wide Area Networking (WAN) environment is composed of various technologies such as Asynchronous

Current Pinellas County Technology Standards:	
Computing Systems	
	Transfer Mode (ATM), Frame Relay, T1 and Gate-to-Gate VPN. Large campus locations are connected via ATM. Medium size sites may use Frame Relay or multiple T1 carriers for connectivity. Smaller sites are connected via T1. And small sites or County affiliate sites may be connected via Gate-to-Gate VPN over the Internet.
Security	
Security Policy	All third parties or contactors must agree to abide by Pinellas County's Security Policy and Best Practices. All systems must comply with appropriate regulations such as HIPAA and PCI. The proposer must demonstrate that they are in compliance with PCI regulations. See Attachments 11 and 12 for more information.
The table above is provided as a general guide regarding the County's current technology infrastructure. The County requires all proposers to provide hardware platform and operating system best practice recommendations for this implementation for all systems: hardware, software, server, desktop and any other equipment/software needed to support the proposed solution (see Hardware, Software, and Other Equipment Recommendations, Section 18.4 below).	

Hardware Capacity Reserve and Growth Standards

Hardware	In-Reserve at Time Of Production Note: anticipated data size (currently 80GB) at the time of Production must be considered	*Annual Growth Reserve for 3 Years
Servers	15%	15%
Storage	20%	40%
Workstation	15%	15%
Database	15%	30%
Network (bandwidth)	20%	5%
Internet/Intranet	20%	5%

E.11.1 Comprehensive Project Management – There shall be a full-time project manager to manage the continuity of the project and ensure the County's project team and the proposer's project teams are meeting project schedules. The proposer's project manager shall work under the direction of the County's project manager, adhere to the County's Project Management Office's Project Management Processes, provide regular communications with the Justice CCMS Core Team, maintain the project schedule, provide bi-weekly progress reports, and be available for periodic project team meetings. The awarded proposer's project manager must maintain a project schedule using Microsoft Project software. The awarded proposer's project team will record time in the County's Clarity Project and Portfolio Management Tool. The project team shall be consistent throughout the project. The proposer's project manager must provide a project plan. The project schedule and project plan are to be delivered within a contractually specified timeframe after contract signing. The proposer's project manager must provide updates

SECTION E – SCOPE OF WORK – CONTINUED

to the project schedule in conjunction with the bi-weekly progress reports to reflect progress on project tasks and any mutually agreed upon adjustments to the project timeline.

E.11.2 Change Management – The County requires the proposer to assist the County with organizational change management activities. Proposer shall be required to:

- Prepare an organizational change management plan
- Provide consulting and assistance in planning and executing change management activities
- Provide assistance in identifying change management risks

E.11.3 Disaster Recovery – The County requires the proposer to provide an architecture which is capable of allowing the operation to be restored in 24 hours at the primary data center or another remote facility. The proposer should provide a methodology to replicate the data to restore it within that timeframe. Beginning with a Recovery Point Objective of 24 hours, the proposer should offer incremental data backups and recovery plans for 12, 6, 4, 1 hour time frames.

E.11.4 Security – The County requires the proposer to assist the County in implementing comprehensive security that addresses the County's security needs for use of the Justice system. This shall include confidentiality, integrity, and availability. See Attachments 11 and 12 for more information.

The following items define the County's specific Protection Requirements:

- NIDS (Network-based intrusion detection) hardware will need to be supplied according to our specs. (Minimum of two units is required. Units must be able to handle and process 2 gigabytes of traffic each. Examples are linked [here](#).) County will supply operating system and NIDS software.
- Network taps will also be required to support NIDS, a minimum of 1 tap per monitoring interface.
- HIDS will be required (Host-based intrusion detection). Therefore the hardware running Justice will need the capacity to permit HIDS to run on the systems that run Justice. The County will supply the HIDS product.
- After Hours Support will be required.
- Periodic Vulnerability Assessments will need to be performed by the County's BTS Security Management Section. Discovered issues will need to be mitigated by the proposer prior to Justice entering production.
- Any third parties or contactors must sign an NDA (Non-disclosure agreement) prior to working on the project.
- Virus protection must be installed on all instances of the Justice system.
- The Justice system must validate all input being entered to ensure data accuracy and data integrity.
- Disaster Recovery and Business Continuity analysis must be performed by our BC/DR Manager. Recommendations made by our BC/DR must be implemented to ensure Justice services remain available for adequate operation of the County business.
- Application vulnerabilities with the Justice system must be held to a minimum. Further, common application vulnerabilities identified by [OWASP](#) (Open Web Application Security Project) must be avoided. Finally, application vulnerability scans must be performed by the County's BTS Security Management Section. All discovered issues must be mitigated by proposer prior-to the Justice system entering production.
- The Justice system must have redundancy in hardware and communications in order to maintain service levels.
- All communications of the Justice system must be encrypted.

SECTION E – SCOPE OF WORK – CONTINUED

- The Justice system must provide end-to-end logging for tracking of transactions and user activity. Further, the running hardware must have the capacity of retaining log activity according to the retention requirements of the State of Florida.
- The Justice system must use role-based security for authorization and integrate into the County's existing IDM infrastructure for centralized management of users, roles, passwords, and password management (password management to handle password expiration and enforce password complexity).
- All systems that comprise the Justice system must run the NTP (Network Time Protocol) protocol. The applications/services that comprise Justice must leverage the NTP protocol as well. This way, all systems, services, and transactions that comprise Justice will have a synchronized time to ensure consistent/accurate date/time stamps for logging/tracking of application, transaction, and system activity.
- All operating systems installed and supporting the Justice system must follow "Pinellas County's Best Practices" (See Attachment 12 for more information).
- System scans to identify vulnerabilities must be performed by BTS Security management and issues discovered must be mitigated prior to the Justice system entering production.
- All physical access to systems supporting Justice must be restricted to those who are authorized to have access.
- All data involved in the Justice project must follow the State of Florida's retention and public records requirements. Further, any data contained on media that is permitted by the State of Florida to be disposed-of must follow Pinellas County's "Best Practices for Electronic Media Disposal" (See Attachment 12 for more information).

E.11.5 High-Level Environment Architecture – The County requires the proposer to illustrate a recommended solution architecture that shows a solution with Development, Test, Reporting, Training, and Production environments capable of supporting a solution development life-cycle where Development, Test, Reporting, and Training environments are mirrored or closely matched to Production. The County requires a best practice recommendation on these environments and the best practice process to manage the full Development through to Production life cycle. Pinellas County utilizes the ITIL framework for managing IT infrastructure, development and operations.

E.11.6 Technical Architecture – The County requires the proposer to illustrate a recommended technical architecture that details operating systems, hardware, applications and how they interact with each other. This technical architecture should illustrate how these systems interact and reflect Development, Test, Reporting, Training, and Production environments.

E.11.7 Business Continuity – The customer requires that the system down time (an outage on any given business day) cannot exceed two (2) hours, and further that cumulative system availability must exceed 99.8% annually. The County requires the proposer to provide an architecture capable of providing continuous operation of this service and a methodology to recover lost data caused by the downtime.

E.11.8 Service Level Management - The County requires the proposer to assist the County with Service Level Agreement (SLA) preparation. Proposer shall be required to:

- Evaluate the County's existing monitoring tools and business processes.
- Recommend any additional tool acquisition or process change that may be needed.
- Recommend industry standards for SLA performance metrics for this type of product, considering the nature and size of our business.

E.11.9 Average Per Session Bandwidth - The proposer shall provide Average per Session bandwidth requirements which shall be calculated and provided to the County so that network

SECTION E – SCOPE OF WORK – CONTINUED
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bandwidth requirements may be determined. Example: 100Kbps per session, 25 users, bandwidth requirement is 2,500Kbps.

E.11.10 Domain Name Systems - Domain Name System (DNS) and fully qualified names should be used in all aspects of the Justice system. Hard coded IP addresses should not be used.

E.11.11 Hardware and Software Maintenance Schedule - Hardware and Software maintenance must be allowed for Sundays (as needed), from 3pm to 7pm and follow the Change Management process defined by BTS. Permission outside of the Sunday, 3pm to 7pm, will be on “as needed basis” and must go through the Change Management process defined by BTS.

E.11.12 Web Components - The County requires the proposer to comply with the following rules for the public-facing web components:

- Compatible with all standard web browsers, such as Explorer 6, 7 and 8, FireFox 3 and Safari 4.
- If any custom user-end settings or plug-ins are required, they must be clearly identified and negotiated/approved prior to consideration of inclusion.
- If any third-party products/licensing are being proposed, they must be clearly identified and negotiated/approved prior to consideration of inclusion.
- Public facing systems must comply with the Pinellas County privacy and security policy (www.pinellascounty.org/privacy.htm)
- The information must be accessible (comply with ADA section 508). Application compliance scans will be performed by the County's Office of Human Rights. All discovered issues must be mitigated by the proposer prior to Justice entering production.
- Transactional systems must comply with PCI (Payment Card Industry) standards.
- Enterprise branding is governance-managed by the BTS Portal and eGov Services Manager. Third party entities, vendors, and/or development staff must comply with governance standards of the system.
- All supporting infrastructure, configuration and customizations must be clearly documented prior to production.

E.11.13 Documentation: - During the Discovery phase, selected proposers will be required to provide additional documentation on its software solution, methodology and customer support approaches and tools. For example, Pinellas may request:

- Network Diagrams, including a listing of all dependencies for the applications including printers
- Architectural Diagrams
- Interface Documentation
- Process to install/troubleshoot printers if applications do not print to workstation default printer
- Process that shows how to test the application to determine up/down status
- Process to perform password resets
- A well defined 24/7 escalation path
- All known errors and workarounds

SECTION E – SCOPE OF WORK – CONTINUED
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E.12 OVERVIEW OF SOLUTION NEEDED AND GLOBAL TECHNICAL REQUIREMENTS

OVERVIEW

Pinellas County is seeking proposals for a new, comprehensive Justice Consolidated Case Management System (“CCMS”) to replace its aging mainframe system known as the Consolidated Justice Information System—Legacy CJIS, or simply “CJIS.” Proposers are encouraged to respond with comprehensive “solutions” based upon the entirety of the requirements of the new Justice CCMS. This is important because both the existing CJIS and the desired new “CCMS” are much broader in scope, needed functionality, and required characteristics than many traditional commercial off-the-shelf (“COTS”) vendor-provided case management software systems.

This section is intended to provide prospective proposers with both a general understanding of the pervasive system-wide, or “global” requirements of a new solution, but also, importantly, with an overview of the mandatory characteristics of a new CCMS. Proposers will find a long list of specific, discrete requirements statements in Attachment 3, but proposers must understand that the line-item requirements listed in Attachment 3 must be met *by a solution whose architecture and characteristics align with those described in this overview*. The case management functional requirements listed in Attachment 3 reflect “*what*” a new system must provide, but not the “*how*.” Proposers are offered great flexibility in proposing solutions that meet the entire suite of technical and functional requirements of a new CCMS, without limitations regarding how best to fulfill the needs of the entire Pinellas County justice system.

Within the context of this RFP, the “entire Justice CCMS system” refers to the common platform, operational integration, data sharing and specific case management operational needs of *all Justice CCMS stakeholders using the new Justice CCMS*, not to any one proposed “computer system” or “COTS product.” Provided below are: a) list of the stakeholders, b) common global technical requirements of a new CCMS solution, and c) a list of specific functional and non-functional requirements. The **GLOBAL SYSTEM TECHNICAL REQUIREMENTS AND CHARACTERISTICS** below articulates the “big picture,” describing what type of comprehensive solution is sought in order to meet the needs of all Justice CCMS stakeholders.

Stakeholders Served (see Figure 9)

The new CCMS must provide a single, common, unified platform for both the data sharing and the agency-specific case management needs of all stakeholders. The Pinellas stakeholders desiring a shared, integrated solution are:

- Clerk of the Court (all business units, including “County” and “Circuit” for all case types)
- Courts (includes Judicial Assistants, Judicial Officers and the Administrative Office of the Courts “AOC”)
- State Attorney
- Sheriff
- Public Defender
- Board of County Commissioners

These stakeholders currently benefit from the many advantages of the common, shared Legacy CJIS platform now used in Pinellas County. The requirements of a new CCMS herein reflects **a)** no loss of integration, data sharing or case management functionality for any of the stakeholders, **b)** added or improved functionality in these areas, and **c)** modernization of the hardware and software platforms for the new CCMS. Additionally, the Department of Juvenile Justice (DJJ) is a non-stakeholder that benefits from the consolidated system and provides input into the system, via daily file uploads and direct input. All Pinellas County law enforcement (“LE”) agencies have access to the system, primarily for viewing information, and some receive LE’s data files from Legacy CJIS.

SECTION E – SCOPE OF WORK – CONTINUED

Figure 9: CCMS Users

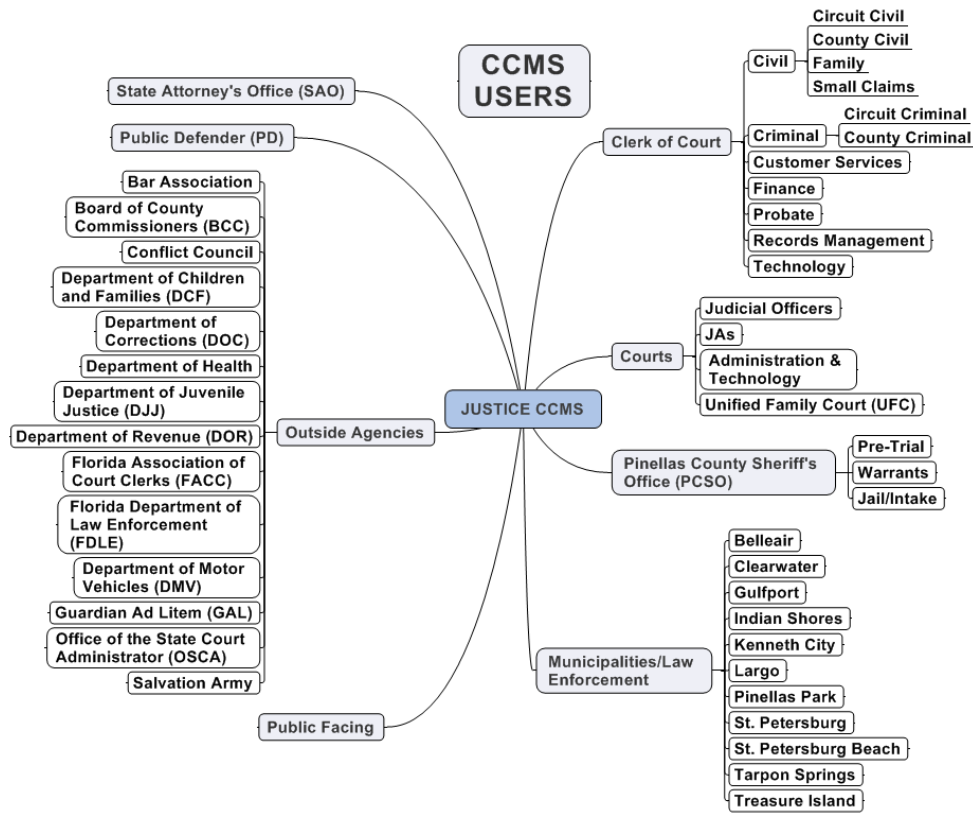
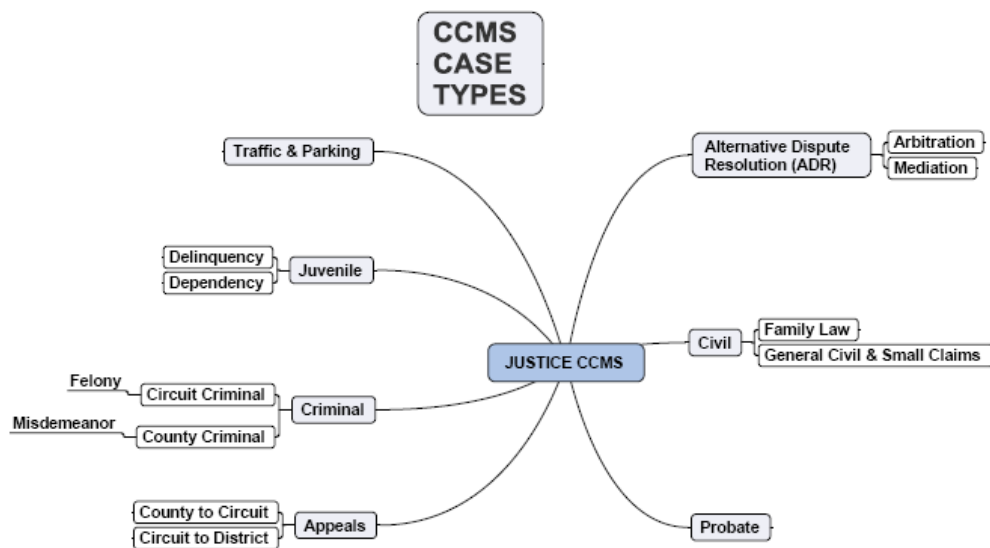


Figure 10: Major Case Types Supported



SECTION E – SCOPE OF WORK – CONTINUED

Like the current Legacy CJIS, the new CCMS solution must satisfy each stakeholder's *varied* requirements in processing every case type handled by each agency. The new system must be flexible and configurable in order to handle each agency's processing requirements for the following major case types (*see Figure 10*):

- Criminal (including "County Criminal" and "Circuit Criminal" i.e. both lower jurisdiction (typically misdemeanors) and higher court (typically felonies))
- Civil (again, both "County Civil" and "Circuit Civil" and including Small Claims and Probate)
- Juvenile Delinquency
- Juvenile Dependency
- Family Court (many case types, such as Dissolution, Adoption, Mental Health and many others)
- Unified Family Court (same case types as Family Court, but with a bundling linkage designed to ensure that all multiple related cases affecting the same parties are heard in the same court/division)
- Traffic
- Parking
- Appeals
- Alternative Dispute Resolution

Within each major case type, there are numerous variations or "sub-case" types. Many sub-case types typically have different workflows and processing requirements, both for that particular major case type, but also based upon each stakeholder's case handling differences. Processing of some sub-case types is very similar to the workflow and processing of its higher level major case type; however, many sub-case types have substantially different statutory or agency-specific workflows or processing needs, making these case-types essentially like additional "major" case types. The key fundamental technical requirement is that the proposer's solution must be flexible and configurable based upon case type and upon differing agencies' and Courts' operational needs.

GLOBAL SYSTEM TECHNICAL REQUIREMENTS AND CHARACTERISTICS

In order for a new CCMS solution to meet the data sharing and processing needs of so many different stakeholders or agencies, and of multiple case types, the new CCMS solution must inherently have certain characteristics. In this RFP, Pinellas County is articulating these characteristics as global "technical" solution requirements. The ten (10) "global" system technical requirements articulated below comprise the foundation (*and minimum solution characteristics*) that a prospective proposer must demonstrate that its solution provides. These foundational technical characteristics position a new CCMS solution to meet most of the specific functional and other requirements listed in Attachment 3.

E.12.1. Configurability

Pinellas County desires a highly configurable system that would allow changes to screens, reports, documents, business rules, workflow, and interfaces through configuration of tables, rather than through writing of custom code.

Currently, Legacy CJIS system changes, (whether statutorily required or agency-requested functional changes), require software coding by Pinellas County programmers in order to implement. This results in backlogs of change requests, and is expensive to maintain. Any new CCMS solution must shift the change implementation paradigm from one of "custom coding" to a "customer-driven configuration" (or some other "flexible architecture" approach). Proposers must demonstrate how their solutions can

SECTION E – SCOPE OF WORK – CONTINUED

accommodate most changes over time via configuration instead of via vendor-provided software coding or application customization and modifications.

Configurability must apply to many different areas, including for example, screen layouts, new data fields, workflow, new/changed business rules, work queues, ticklers, alerts, notices, interfaces and document generation.

Typically, this paradigm shift is achieved via extensive use of configuration tables or via provision of other tools that expedite implementation of new mandates or new interfaces. Pinellas further expects that proposers will provide additional software and data management tools to ease or automate upgrades to the application or changes to the underlying data structures. Proposers are encouraged to offer innovative approaches that demonstrate the ability for the customer to implement changes in a timely manner without requiring extensive additional “custom programming.”

E.12.2. Automated Workflow

Pinellas County desires a system whose core building block is a workflow engine that allows “plug and play” with other data sources and other in-house applications, in addition to creating each stakeholder’s case management specific workflows within the CCMS application solution provided by the proposer. The new CCMS must be able to automate many current manual tasks.

During the requirements gathering process in Pinellas County, it became apparent that the majority of business process improvement opportunities revolve around automating many “next steps” or subsequent processes that are done manually in the current Legacy CJIS system. This observation includes both processes within a stakeholder’s operation, and work processes that span agencies and the courts (with subsequent case processing steps required of the “next” or “receiving” user-group in the case flow).

Proposers must demonstrate how their solution can accommodate automated workflow by various parameters or approaches, including by case type, by stakeholder entity, by case status (or other data-driven parameters), and via an event-driven approach. Representative examples include automatic calendaring of court hearings or other events, or automated docket entries. Further, certain automated workflow tasks or automatic updates to the CCMS database should trigger mass updates, such as a mass docketing to multiple defendants on a case or mass docketing of an entry applicable to a group of cases or parties for the same event or workflow, or multiple calendar updates for related cases or related case parties.

Another workflow requirement that is pervasive across case types and stakeholders is the concept of automated, data-driven, and event-driven “alerts” or notifications in various forms and with various delivery methods. In some instances simple email notices or alerts are sufficient; however, in other instances alerts “within the system” that are noticeably visible on either workflow queues or on case information screens are required. As with other workflow processing, alerts must be configurable and based on predefined business rules, for example, by case type or stakeholder agency based upon some trigger such as a “data change” or an initiating processing event.

Typically, this type of Business Process Management is achieved via a “business rules engine” and/or a “distribution engine” coupled with electronic work queues. However, proposers are encouraged to offer any innovative approach that demonstrates the ability to automate workflow based on different business rules with multiple parameters, and then distribute the data or “next process” to the receiving application or work queue.

Whatever approach is proposed, the “business rules” that are configured to drive CCMS workflows and alerts must be in clear “English-like” expressions so that the rules, parameters constraints, etc. are “visible” to the Pinellas stakeholder users. Furthermore, proposers must demonstrate that their solutions

SECTION E – SCOPE OF WORK – CONTINUED

for automating workflows and applying business rules can be “partitioned by stakeholder” and implemented in such a manner that newly added or changed business rules or workflows affect only the selected stakeholder agency, and thus do not necessarily change the system operation or configuration for other stakeholders and users.

E.12.3. Integrated, Extensible Database that Supports a Shared Case Implementation

The Pinellas County stakeholders require an integrated, extensible and normalized database (physical or virtual) that enables (based upon role-based security limitations) data to be entered and captured “once” in the CCMS application at the original user’s data source. All five Pinellas stakeholders will perform their separate case management functions against the one “shared case” in the underlying database. Again, partitioning by agency against the same “shared case” is a key technical requirement. Re-keying of duplicative case data into separate “best of breed” systems or modules is not acceptable and such proposals will be deemed unresponsive.

Pinellas stakeholders require a high degree of “pre-population” of case management information screens, and require that case information changed by one agency is available “real-time” everywhere throughout the system to all end users. The new CCMS relational database must be centric to court parameters (including but not limited to cases, persons, documents, future events, and financials), and support many different Case-Party-Person associations. Certain entities (including cases or persons) might need to be joined, or consolidated or transferred to a different status or relationship. Also, many “like entities” often need to be grouped together logically for like, or group en masse processing.

Often, certain entities must be established without complete information, and the new CCMS must not only allow “partial entity creation”, but must also support subsequent new entity information to be added ... new information that might trigger an automatic creation of a new association, relationship, or consolidation. And further, nearly every entity needs to keep track of “historical” versions that are time stamped; the implication is that nearly every entity must be allowed to have multiple entries (or historical instances) without an artificial system limit.

The proposer’s back-end database must be open and loosely coupled with the proposer’s application code. This will allow for a database that can be expanded, or extended, without disabling existing functionality or introducing superfluous errors when the vendor’s application code accesses a data table that contains additional new data elements or “columns.” Such a “dynamic extensible database” in the new CCMS solution will provide the Pinellas system administrators with the ability to locally add needed new entities or code table entries without the need to engage the vendor to re-program or re-compile the applications. The CCMS database must be fully supported by the winning vendor even though Pinellas will directly query, and may extend, the database.

Such open, dynamic back-end database architecture is needed to support independent, local data mining by Pinellas staff using industry standard query or “Business Intelligence” tools that do not rely on outside vendor-proprietary or vendor-provided tools or canned queries. Proposers must agree to provide clear documentation of its underlying relational data model (via a detailed data dictionary, schemas, ERD’s, logical data model diagrams, etc.) in order to support these “self-service” data extract or mining requirements or Pinellas self-service extensions to the database.

E.12.4. Consistent End User Interface with Rapid Data Entry Features

The proposer’s solution must provide a common, consistent end user interface across all case types, core case functions (such as case initiation), and for all Agencies and the Courts.

SECTION E – SCOPE OF WORK – CONTINUED

The consistent user interface provided for various functions, case types and use by all Pinellas stakeholders must operate in substantially the same manner for similar functions, with substantially the same “look and feel.” Like screens for similar functions (again, regardless of case type or Agency) must be provided, fostering consistent data entry, maintenance, and query. Separate “best of breed” systems or modules that do not achieve consistency in the end user interface will be scored lower by the Evaluation Committee.

This common graphical user interface “GUI” pervasive requirement extends beyond a common “look and feel.” Pinellas stakeholders are requiring substantial improvements compared to the current Legacy CJIS solution, including intuitive navigation, workflow-driven screens, and user-configurable “summary information” screens. Typically, newer CMS’s GUI’s include features such as drop-down select boxes, radio buttons, type-ahead pre-filled data boxes, etc.

Proposers are encouraged to provide innovative alternatives, keeping in mind that a key characteristic of the new CCMS solution **MUST ALSO PROVIDE** the capability for certain Pinellas County business units to perform “rapid data entry” that does not necessarily require use of a mouse or drop-down select boxes, etc. Again, user-configurable screens that can adapt to the keyboard-only data entry, or some other innovative approach, are required to meet the “rapid data entry” need.

Highly desirable characteristics of a new CCMS consistent end user interface include the ability to “drill down” by selecting designated data elements on configurable GUI screens and provide additional tabs, windows, or “pop-ups” that subsequently provide more information on the selected data element or entity. It is very important that such “additional” information on an entity be available (based upon appropriate security access) across stakeholders and across case types. Calling up (normalized) entity information across case types, regardless of the current work processing step/screen, is a critical success factor in the selection of a new CCMS. Additional innovative GUI features such as persistent “clipboards” or “scratchpads,” or other methods that reduce continual lookup of the same data, is highly desirable. Further, screen-scrolling in the user interface should be minimized as much as possible.

An integrated, logically normalized back-end database coupled with configurable data entry and inquiry screens is a foundation for enabling completion of a multi-process, or multi-step, unit of work “in one screen.” Pinellas’ staff is burdened in the current CJIS system by having to look up data in different screens, enter some of that information in certain subsequent screens, and then completing the desired unit of work by checking or entering data in yet another screen or set of screens. The new CCMS solution should be configurable such that logical units of work (such as Case Initiation) can be completed in one data entry/update screen, and that such a GUI screen is dynamic (containing only the necessary data elements) based upon case type and responsible user/stakeholder. This configurable “functional screen” concept would also enable Pinellas’ staff to designate groups of entities for “like processing” or mass updates, such as applying a change en masse to either a selected group of cases or applying a change to a selected group of defendants on a case.

E.12.5. Dynamic Advanced Searching and Ad-Hoc Reporting

Pinellas County requires highly configurable advanced search capabilities, and self-service ad-hoc reporting, both with the ability to specify the vast majority of data entities in the system as either search criteria and/or results outputs.

In the current CJIS system, entities are highly de-normalized, and the back-end databases for most case types are separate, independent VSAM files. This greatly limits the visibility of one person (or other entity type) across all cases (of any case type) system-wide. Pinellas County is looking to the new CCMS to resolve current limitations, and to open up configurable self-service query and reporting to its users.

SECTION E – SCOPE OF WORK – CONTINUED

Based upon user-defined security roles and limitations, end users should be able to search the enterprise database (physical or virtual) based upon a wide range of keys or parameters and filters, such as case type, case number, unique person identifier, statute number or charge, docket code, calendar date, event type, or date, etc. The new CCMS should provide the ability for users to define their own search criteria and Boolean (or other) search logic. Search results sets should be able to be downloaded into another application (such as Microsoft Excel), or maintained for a defined time period within the CCMS or during the end user's login session. Search results should be presented in a manner that allows sorting by result column, and "drill down" into more information (such as a Case Summary, or Progress Docket, or Defendant Information Summary, etc.)

Dynamic "on-the-fly" user configuration of advanced search criteria and the format / content of results sets should work substantially the same for self-service Ad-Hoc reporting. Proposers are encouraged to respond with any innovative approach that demonstrates the ability for the customer to execute user-specified searches with results returning within the CCMS application, as well as the ability for users to specify, save, and share Ad-Hoc report input criteria and the resulting output report format.

E.12.6. Data Model that Supports Complex and Changing Entity Relationships

The new CCMS must provide for creation and management of a complex set of "1-to-many", "many-to-1" and "many-to-many" (operational) relationships amongst varying types of data entities.

For example, one particular "person" entity might have multiple simultaneous roles on a case (or cases), such as "Attorney" and "Father," and "Defendant." Given the mix of different case types and possible "party roles" within the CCMS enterprise, proposers must demonstrate that their solution can manage multiple, complex associations of persons to case roles, and of other entity types to each other (such as relating "Business X" –to– "Case 1" and to "Attorney A" and to "Attorney B").

Further, case roles and other associations have "start" and "end" time periods, so the proposed solution must be able to accurately reflect time periods during which certain persons (or other entities, such as Businesses) had certain roles on various cases. In fact, even "cases" can be related to each other and linked or bundled; Unified Family Court requires the concept of a "master case number" that identifies logical groups of cases with common staff assignments and other group-applicable business rules. These associations must be "searchable across the enterprise" as outlined above in the "Dynamic Advanced Searching and Ad-Hoc Reporting" section.

Pinellas would like to call special attention to the needed "Address Model," a subset of the overall Data Model, but with the same general requirements for handling potential multiple relationships described above. Certain entities will have multiple address types, and thus multiple addresses. The new CCMS solution must appropriately distinguish, store and manage, multiple addresses and address types for multiple entities.

Further, any particular address could be designated as a "Primary" address for certain purposes. For example, a Law Firm may have a Mailing Address and a Business Address, one of which may be designated as "Primary," another of which may be designated as "Service of Process" address. Further, an individual attorney associated with that same Law Firm may also have his or her multiple "person addresses types," and individuals may have a designated "Primary" address. For "notices" and other report purposes, the system must allow for any particular address type, or designated address, to be selected based upon business rules for that particular notice or report.

SECTION E – SCOPE OF WORK – CONTINUED**E.12.7. Role-based Security**

Pinellas County desires robust, role-based security that spans the many different access needs of different stakeholders and yet applies to the “one shared case” operating model.

Most vendor-provided CMS “COTS” products on the market today have implemented some type of “role-based” security. However, given the additional dimension of multiple different stakeholders, and different possible case types, Pinellas requires an even more robust and configurable security model. Access to case and other information should be configurable by AGENCY, CASE_TYPE, ROLE and IndividualUserID. Further, as with the data model, the security model must support complex “1-to-many,” “many-to-1,” and “many-to-many” relationships. For example, exception processing may require that one particular IndividualUserID be given full access to all cases, including “sealed” cases even though that user’s ROLE does not contain that access rule or authorization.

Further, there may be very similar (or identically) named ROLES at different stakeholders, but the access rights for the UserIDs within those roles could be different by stakeholder agency, even for the same CASE_TYPE. Thus, assignment of “rights” and “access levels” to roles and case types must be configurable by different stakeholder agencies and the Courts, not solely one “enterprise-wide” definition. As with case “party roles,” a UserID might have multiple roles that are different depending upon either the case type, or upon the date, or upon the current case status.

For example, upon “pre-filing” case initiation, State Attorney assigned staff and defense attorney assigned staff may have certain common access to case information at that stage, but then may have more (or less) access upon the case status changing to “filed with the Court.” Further, upon withdrawal, the defense attorney staff should no longer have access to that case information after a certain date. Additionally, for example, in multi-defendant cases, there are additional conditions whereby the assigned defense attorney is allowed to access defendant case information for a defendant in custody (or without outstanding warrants), but yet cannot have access to defendant information for other defendants on the same case who still have outstanding warrants less than one year old.

Again, the critical concepts of a) configurability, b) a dynamic, open, extensible data model, and c) date-bound numerous complex relationships that change (in part or in whole) over time, applies equally to the robust role-based security required for a new shared CCMS solution for Pinellas County.

E.12.8. Audit Capability

Given the mix of different statutory responsibilities per stakeholder, and case types, the new CCMS must provide the capability to determine “who (agency and UserID) did what and when (Date & TimeStamp)” for ANY CHANGE or addition to the system. Historical, chronological tracking must be able to be recreated by Pinellas staff running queries via self-service without vendor involvement or programming required.

E.12.9. Ability to Integrate with Other Systems

Pinellas County desires a system that provides a consistent, service-oriented, standards-based method of exchanging data with other in-house applications and workflow engines. The new CCMS will be the centerpiece in an ecosystem of related justice systems.

The current CJIS sends and receives data, in batch and real-time, to/from multiple external systems. One critical interface that must operate in near real-time is the connection to the Clerk’s electronic document management (imaging) system (EDMS). The new CCMS must be able to attach documents to a case and readily view the electronic image from within the case management application. The new CCMS must interface with the current EDMS, or any future new EDMS, for the purpose of retrieving and displaying case documents and other images.

SECTION E – SCOPE OF WORK – CONTINUED
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The new CCMS solution must provide a consistent method to transmit and receive / consume data from external systems. Typically this is achieved via a vendor-provided Application Programming Interface (“API”) or via an adjunct set of “web services” or “service bus,” or “messaging engine.” Proposers are encouraged to respond with a standards-based approach that demonstrates the ability to appropriately distribute and consume data and functionality that will implement but not be limited to the known interfaces listed in Attachment 5. Data validation consistent with the defined business rules must be present in all transactions within the application's own user interface. Pinellas County considers a NIEM-based XML solution for interfacing with other systems as the best practice; however, this is not a mandated requirement.

It is highly desirable that the proposer's application code calls and utilizes its own standards-based API (or web services, class libraries, etc.) when making updates to the system's back-end database, in the same manner that Pinellas' in-house applications will interface with the new CCMS. Further, it is highly desirable that the case management functions provided by the vendor be loosely coupled, thus not restricting Pinellas' stakeholders in their choice as to which pieces of the proposed solution to implement and use. A prime example of this concept is receipting/POS; Pinellas may choose to not use the proposer's point-of-sale (POS) or receipting portion of the proposed solution, but instead might opt to use a different third-party solution already in-house. The proposed solution should not mandate that Pinellas must use its proprietary, integrated, or tightly-coupled approach to receipting/POS (for example).

E.12.10. Foundation for Future Reduction in Paper, eFiling, Public Facing Website

Pinellas County desires a system that provides a foundation for future eFiling of all case types. The Pinellas County stakeholders intend to rely more on “electronic” transmission of information, thereby eventually eliminating the reliance on paper for many intra- and inter-operational needs, as well as for “Public” operational interactions. Proposers are encouraged to respond with an innovative approach that demonstrates the ability to reduce the reliance on paper for processing cases, including the proposer's solution for eFiling. The proposer's solution must support the current Oasis LegalXML Electronic Court Filing (ECF) 4.0 standards.

While eFiling is the stated direction of the Pinellas CCMS stakeholders, its implementation is subject to limitations and constraints imposed by various State agencies, including the State Supreme Court. Proposers must discuss how their solution supports eFiling into the new Justice CCMS, (assuming that the public portal function is already provided by either Pinellas County or the State or another vendor). Proposers must show how their solution could accept incoming eFilings, and provide appropriate “eFiling review queues” and other internal controls and communications back to the eFiling “portal.”

Proposer's must also provide a “public facing” website, making available for search and display public record case information. The public facing website portion of the new Justice CCMS solution must be configurable regarding what information can be made available to the public during different time frames, for different case types, etc. The public facing website requires three levels of access – a) limited public access, b) authorized user inside firewall, and c) authorized user outside firewall.

The public website solution proposed must be able to (optionally) impose and collect usage fees for certain users. The public website portion must be ADA-complaint, and must support configurable field-level redaction that can be turned on (or off) based upon local business rules. Electronic document redaction must also be supported. The public facing portion of the new CCMS system should be configured and deployed to avoid negatively impacting the operations or functional integrity of the internal primary CCMS.

SECTION E – SCOPE OF WORK – CONTINUED

E.13 Functional Requirements of the New CCMS

Please refer to the spreadsheet in Attachment 3 for a line-item list of functional requirements of the new Justice CCMS. Note that there are ten (10) Categories of functional, non-functional, and technical requirements. The “Technical” Category is intended to reinforce Section E.12 above, and to provide specific illustrative examples of Pinellas technical requirements in a new system. Proposers are expected to respond to each numbered requirement in all ten (10) Categories. Proposers’ responses to all requirements in all ten (10) Categories will be considered by the Evaluation Team during the Phase 2 “Functional Assessment” scoring. For each numbered requirement, each proposer must respond with either:

- ✓ **Yes** Proposed software solution fully meets this requirement, (or)
- ✓ **No** Proposed software solution cannot meet this requirement, (or)
- ✓ **Partial** Proposed solution can meet this requirement with additional custom software modification, (or)
- ✓ **Config** Proposed solution can meet this requirement via Configuration during implementation.

Figure 11: Response to Line-item Requirements in Attachment 3

Response to Line-item Requirements in Attachment 3			
Y	Proposed software solution fully meets this requirement.	N	Proposed software solution cannot meet this requirement.
Partial	Proposed solution can meet this requirement with additional custom software modification.	Config	Proposed solution can meet this requirement via Configuration during implementation.

E.14 REQUIRED INTERFACES TO OTHER SYSTEMS

Please refer to Attachment 5 for a list of other systems which the new CCMS must interface with. As noted in Section E.12.9, Pinellas desires that Proposers offer a consistent means of interfacing with the new CCMS, such as a standard Application Programming Interface (API), or Web Services, or an Integration Engine, or a Message Broker, or via some other consistent method. This should allow proposers, based on prior similar systems integration experiences and usage of a standard interface method, to derive reasonable cost estimates “per interface.” Those proposers that make the short list into Phase 2 will be provided with additional technical details on each system to be interfaced with. Pinellas County considers a NIEM-based XML solution for interfacing with other systems as the best practice; however, this is not a mandated requirement.

E.15 DATA CONVERSION REQUIRED

All current legacy CJIS data for all case types, all entities and all prior years must be converted (*or attempted to be converted*) and loaded into the new CCMS. The awarded vendor must perform the extract and analysis of the CJIS data, transform the data and create appropriate entity relationships, and then load the converted data into the new system. Pinellas does not intend to perform intense, iterative data scrubbing in advance (nor as part of) the awarded vendor’s data conversion processing. Please refer to Attachment 4 for the CJIS Data Dictionary.

SECTION E – SCOPE OF WORK – CONTINUED
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Should there be any data that is not converted, data errors within the system must allow for a toggle option giving users the opportunity to view the original data as carried over from the legacy system. Users would have the option to manually enter the correct information in the Justice CCMS related data field (as security roles would allow).

Proposers must describe how such unconverted or partially converted data will be made available within the application so that users can fix the data manually as identified, within the new CCMS. Further, the public-facing system must provide either an error flag for non-converted data, or as another option, a blank field where the related data could not be converted.

In all data conversion initiatives there are a number of key issues that require special consideration; these include but are not limited to, the following:

1. Data retention requirements
2. Confidentiality
3. Data inconsistencies and errors in source data
4. Potential elimination of legacy data (not required by replacement system)
5. New data relationships (required by replacement system)
6. Missing/new data (required by replacement system)
7. Data conversion acceptance criteria

Proposers must describe their intended data conversion philosophy, approach, methodology, procedures, resolution as applicable, and/or controls specifically related to each of the issues listed above.

Proposers must indicate how, and where, data conversion will be performed, and how Pinellas CJIS / CCMS data will be guaranteed to be safe, secure, confidential, and of limited access to the proposer's (and subcontractor's) staff.

Over the last several years, a number of widely adopted data conversion methodologies and best practices have emerged. The methodologies all follow a similar multi-phase approach, and are designed to ensure that data conversion results are more predictable and reliable. Successful data conversion requires thorough knowledge of the workings of both source and target data structures and systems.

Proposers must indicate what data conversion tools will be used, and any industry standards or best practices employed.

Ideally, Pinellas would like to see an experienced data conversion vendor as part of the proposer's team. The vendor must provide a "turnkey" data conversion solution, taking full responsibility for all aspects of data conversion services and results. This approach will allow Pinellas County to leverage the proposer's prior data conversion knowledge and experience, especially as it relates to the new target CCMS database.

SECTION E – SCOPE OF WORK – CONTINUED

The current CJIS is built on 1970's Mainframe technology with a file structure of flat sequential files and VSAM (Virtual Storage Access Method) databases. Complex relational data structures are not supported within the context of the CJIS system. The overall size of the data is slightly under 80GB. The following table depicts the distribution of the primary files within the CJIS system:

Court Type	Number of Records
Adult	356,143,228
Traffic	104,533,959
Civil	57,726,534
Juvenile	28,743,795
Probate	9,239,566
Common – Used By All	8,099,195
Total	564,786,177

The core CJIS data is based on the Court Systems described below and is subdivided into five independent data sets:

The Adult System contains felony, misdemeanor, ordinance, Non-Criminal Payable Infractions (NCPIN), criminal and non-criminal traffic cases and some parking cases that are heard in court. The Adult System has a Party file, Case file, Docketing, and Calendaring.

The Traffic System contains criminal traffic violations that require a court appearance and non-criminal traffic violations that are satisfied by paying a fine. The Traffic System has a Party file, Case file, Docketing, and Calendaring.

The Civil System contains Domestic Relations including divorce, child support, domestic violence, mortgage foreclosures and negligence action cases. The Civil System has a Party file, Case file, Docketing, and Calendaring.

The Juvenile System contains delinquency and dependency case data. The Juvenile System has a Party file, Case file, Docketing, and Calendaring.

The Probate System contains Estate & Wills, Guardianship, and Mental Health cases. The Probate System has a Party file, Case file, Docketing, and Calendaring.

Common Data File Description

The Party File contains all the personal data about persons (parties). This data includes a SPN (System Person Number) to make that individual unique to the system (includes name, address, etc). Parties would include attorneys for both sides, judges, police officers, mothers, fathers, the accused and anyone else who may have a relationship to a case or person related to a case.

The Case File contains detail information about charges, including filing date, statutes, all parties associate to the case, and progress dockets.

Calendaring includes appearances and calendaring for the date, time and location a case will be heard in court.

Docketing Files contain information about what has happened to a case and what is planned for the future.

SECTION E – SCOPE OF WORK – CONTINUED
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CJIS Data Volume	
Court Type	Size
Adult	48.3 GB
Traffic	15.8 GB
Civil	10.4 GB
Juvenile	3.2 GB
Probate	1.5 GB
Common – Used By All	0.4 GB
Total	79.6 GB

Based on a preliminary analysis provided by the Pinellas County BTS-Justice and Law Enforcement Division, it is estimated the data anomalies that have a probability of conversion error for the CJIS Legacy database represent approximately 2% of the overall data.

E.16 PLANNED UTILIZATION OF NEW JUSTICE CCMS SOFTWARE

Legacy CJIS currently has approximately 3,100 active users. The continuum of application access spans from the “view only” user to the “add/update” and “administrator” user.

E.17 PROJECT SUCCESS INDICATORS

The County has identified business drivers as project goals and expectations for the Justice CCMS project and intends to track the achievement of these goals as measurable success factors. All proposals should focus on assisting the County in achieving the following goals.

E.17.1 Indicator 1: Reduction in amount of redundant data lookup and entry, with accompanying reduction of associated annual CMS maintenance costs.

E.17.2 Indicator 2: Use of workflow to improve case management. Use of workflow to improve communications through automatic notifications, and improved efficiency of review and update approval processes.

E.17.3 Indicator 3: Improving the County's preparedness for a disaster by having the ability to remotely access the system and complete all business critical transactions on off-site back-ups.

E.17.4 Indicator 4: The support staff is adequately trained to support the new CCMS.

E.17.5 Indicator 5: System configuration areas are appropriately documented and the appropriate staff is trained on maintaining those areas. System configuration is self-service, and system changes can be implemented quickly without the need for custom programming.

E.17.6 Indicator 6: All infrastructures, including hardware/software, are configured to support high availability production environment with sufficient test/development environments to support effective change management. Retire Legacy CJIS.

E.17.7 Indicator 7: Customers are able to make payments through the County's website for miscellaneous Court fines, fees and other simple receivables.

E.17.8 Indicator 8: Point-of-sale, cashiering/receipting functions benefit from improved automation and workflow by reducing the number of instances where data is re-keyed, and via automated cash drawer and bank reconciliation processes.

SECTION E – SCOPE OF WORK – CONTINUED

E.17.9 Indicator 9: Users perform powerful self-service queries and ad-hoc reports without the use of any shadow systems to track information not contained in the integrated CCMS database, and without the need for custom programming. Reduce the amount of separate report requirements to increase efficiency. Configuration should also allow the capability for users to index fields.

E.17.10 Indicator 10: Real-time, online self-service transactions are provided to the Public via the Public-facing CCMS website portion of the CCMS solution.

E.17.11 Indicator 11: The new CCMS is Florida-compliant for case management and other State reporting purposes, generating and distributing most needed reports automatically in an electronic format. Information is also available in real time using simple queries and dashboards..

E.17.12 Indicator 12: Audit tracking of case actions, and performance data, is available via simple queries.

E.17.13 Indicator 13: End user data entry screens are configurable by case type, subtype and stakeholder Agency, with rapid data entry options that improve the speed of entry over the current Legacy CJIS.

E.17.14 Indicator 14: Case information and data can be easily searched and displayed in timely, easy to understand reports available on the County's website.

E.17.15 Indicator 15: Eliminate need to create paper during eFiling and inter-agency communications processes. Entire eFiling process done electronically through workflow.

E.17.16 Indicator 16: New CCMS appropriately handles multi-Agency Security requirements.

E.17.17 Indicator 17: New CCMS appropriately handles all case types, subtypes and varying business rules and different processing needs of every stakeholder agency.

E.17.18 Indicator 18: New CCMS does not lose any significant functionality currently provided by the Legacy CJIS system.

E.17.19 Indicator 19: Training of end users is improved and expedited or shortened, due in part to a consistent user interface throughout all case types and users of the new CCMS.

E.17.20 Indicator 20: Data-driven and event-driven processing automates many currently manual calendaring, scheduling and docketing processes. En masse processing can easily be configured and applied for many different entities.

E.17.21 Indicator 21: New CCMS simplifies the processes of Case Initiation and Case-party Connections via "one-step" processing screens and via a back-end database that effectively and efficiently creates and tracks multiple cases-parties-persons-roles correctly.

E.17.22 Indicator 22: The new CCMS provides a suitable foundation for reduction in use of paper and provides a suitable foundation for electronic court records management.

E.17.23 Indicator 23: Most case related documents are generated automatically, and pre-populated from data in the CCMS database. Document can be generated, and distributed, in either electronic or paper formats.

E.17.24 Indicator 24: All stakeholder agencies and the Courts will "go live" simultaneously for each case type (or "bench") migrated from Legacy CJIS to the new CCMS.

SECTION E – SCOPE OF WORK – CONTINUED

E.17.25 Indicator 25: The new CCMS is successfully interfaced with the Jail Inmate Management System (JIMS), for critical (current) functionality related to automated case initiation, and also for expanded exchange of additional data in *both directions*.

E.18 SCOPE OF PROFESSIONAL SERVICES

All proposers are required to provide the County with comprehensive Professional Services that will be necessary to successfully implement the Justice CCMS scope of work, as outlined below:

E.18.1 Comprehensive Project Management – There shall be a full time project manager to manage the continuity of the project and ensure the County's project team and the proposer's project teams are meeting project schedules. The proposer's project manager shall work under the direction of the County's project manager, adhere to the County's Project Management Office's Project Management Processes, provide regular communications with the Justice CCMS Core Team, maintain the project schedule, provide bi-weekly progress reports, and be available for periodic project team meetings. The awarded proposer's project manager must maintain a project schedule using Microsoft Project software. The awarded proposer's project team will record time in the County's Clarity Project and Portfolio Management Tool. The project team shall be consistent throughout the project. The proposer's project manager shall provide a project plan. The project schedule and project plan are to be delivered within a contractually specified timeframe after contract signing. The proposer's project manager must provide updates to the project schedule in conjunction with the bi-weekly progress reports to reflect progress on project tasks and any mutually agreed upon adjustments to the project timeline.

E.18.2 Functional Consulting – The County requires the proposer to designate Functional Consulting staff to work with the County's Core technology staff and end user subject matter experts for each of the CCMS functional areas to be implemented. The Functional Consulting staff shall be consistent throughout the project.

E.18.3 Technical & Configuration Training – The County expects the proposer to designate staff to work with the County's technical team related to system configuration and implementation. This would also include providing technical training to county staff on the configuration and installation of the system. Additional technical training for County staff must cover topics areas such as:

- Securing full, remote control access to the Application or Workstations
- Performing initial troubleshooting 24/7
- Determining technical support escalation path
- Performing password resets
- Executing fixes/workarounds for known errors
- Monitoring of the Application, Network and Servers

Configuration and other technical training approach, methods and tools should be part of the proposer's Training Plan submitted as Proposal Section 7.0.

E.18.4 Hardware, Software, and Other Equipment Recommendations – The County requires all proposers to provide hardware platform and operating system best practice recommendations for the new CCMS, including all systems: software, hardware (server, desktop, cash drawers, etc.) and any other equipment/software needed to support the proposed solution.

SECTION E – SCOPE OF WORK – CONTINUED

E.18.5 Business Process Re-engineering – The County is aware that many of its existing processes could be improved with the implementation of a new CCMS. To leverage opportunities for increased efficiencies, the County expects the proposer to partner with the County to identify and develop business processes based upon best system or industry practices.

E.18.6 Implementation and Testing Plans Requirements – The County requires the proposer to develop and deploy a test plan that includes:

- Staff Requirements
- Unit testing
- Integration testing
- User acceptance testing
- Performance and stress testing
- Parallel testing

Testing shall include all business processes for all agencies for all case types. The implementation team shall perform initial testing of the applications and configurations (working with users to develop test scripts, test cases, etc.) to ensure that the setup meets the County's technical and functional requirements.

E.18.7 User Training – The training must be comprehensive enough to ensure that the County's staff can effectively use and maintain the system during configuration and after go-live. Key subject matter experts shall be trained on the modules to participate in acceptance testing. Training must be "role based" and tailored to accommodate the County's (job specific) use of the application, rather than boilerplate product training. The training shall include technical, functional and end user education on all aspects of the new CCMS. The County is expecting a hybrid approach that combines a "train-the-trainer" approach along with extensive onsite user training classes led by the winning proposer's staff. It is anticipated that "lead" or "power" users at the Courts and the stakeholder agencies will provide their own configuration and business rules implementation and will act as "topic experts" through-out end user training. Proposers should describe their proposed training approach to facilitate distributed, decentralized user-driven system configuration and for agency-specific or function-specific user training. Training class makeup, size, timetables, and training tools, etc. should be part of the proposer's Training Plan submitted as Proposal Section 7.0.

E.18.8 Documentation Requirements – The County requires the winning proposer to create and provide all documentation, in a revisable format, to support the data conversion, CCMS configuration, CCMS implementation, system interfaces extension of the backend database, end user training, and including but not limited to:

- Network Diagrams, including a listing of all dependencies for the applications including printers
- Architectural Diagrams
- Process to install/troubleshoot printers if applications do not print to workstation default printer
- Process that shows how to test the application to determine up/down status
- Process to perform password resets
- A well defined 24/7 escalation path
- All known solution errors and workarounds
- Application Security Management
- Application System Administration
- Business Process Flow
- Configuration/Setup

SECTION E – SCOPE OF WORK – CONTINUED

- Data Conversion Documentation
- Data Model Information (detailed data dictionary, schemas, Entity Relationship Diagram (ERD), logical data model diagrams, etc.)
- Database/Hardware Management Information
- Functional Operations Manuals
- Interface Specifications and Related Documentation
- Testing Plans & Procedures
- The County requires the proposer to provide a final technical architecture and business process document/drawing that details the final solution as implemented that will include all hardware, software, server names, database names, IP addresses, and the relationships between all components for Development, Test, Training, Reporting, and Production environments.

E.18.9 Customer Support Plan Requirements – For a period of sixty days following each completed case type (or “bench”) implemented, the County shall require post-implementation support, on-site, and remotely as appropriate, to ensure certain criteria is functioning properly before Final Acceptance shall be issued. Once the County has one successful month of case processing operations without any major issues, the only other post-implementation support shall be requested “as needed.”

E.18.10 Change Management Requirements – The County requires the proposer firm to assist the County with organizational and/or configuration change management activities. Firms shall be required to:

- Prepare an organizational and configuration change management plan
- Provide consulting and assistance in planning and executing change management activities
- Provide assistance in identifying change management risks

E.18.11 Disaster Recovery Requirements – The County requires the proposer to provide an architecture that is capable of allowing the operation to be restored within 24 hours at the primary data center or another remote facility. The proposer should provide a methodology to replicate the data and to restore it within that timeframe. Beginning with a Recovery Point Objective of 24 hours, the proposer should propose incremental data backups and recovery plans for 12, 6, 4, 1 hour time frames.

E.18.12 Security – The County requires the proposer to assist the County in implementing comprehensive security that addresses the County’s security needs for use of the Justice system. This shall include confidentiality, integrity, and availability.

Please refer to Sections E.11, E.12, Attachment 11 and Attachment 12 for more information.

E.18.13 Staffing – The proposer shall define project staffing needs, including County resources, as part of the overall project plan, taking into consideration all aspects of the scope of work and County requirements.

E.18.14 Retiring Legacy System – The County requires the awarded proposer to provide a roll off plan for the retirement of Legacy CJIS. If access to legacy data is required but cannot be accommodated by the implementation, the proposer is required to include a plan and solution to address the issue.

E.18.15 Maintenance and Support Programs –The proposer should propose a software maintenance and support agreement that will be necessary to provide for adequate problem reporting and resolution.

SECTION E – SCOPE OF WORK – CONTINUED

E.18.16 Project Schedule – The County requires the proposer to develop a recommended schedule for a **phased** CCMS implementation, taking into account the required review, approval, and acceptance processes of the related project governance structure and *seasonal* impact on

staff availability. All phases and software modules shall be complete within approximately 36 months from the effective date of the executed contract.

Proposers must base their implementation plan and schedule based upon migrating from Legacy CJIS to the new CCMS **by case type** (or groups of case types or “benches.”) For each case type or bench or groups of case types, all users of the new CCMS must be migrated at the same time.

Proposals recommending migrating one stakeholder agency (or other subset of users) at different times will be rejected as non-responsive.

E.18.17 Delivery of Project Plan and Other Key Deliverables – The project plan is to be delivered within a contractually specific time frame after contract signing.

E.18.18 High-Level Environment Architecture Requirement – The County requires the proposer to illustrate a proposed solution architecture that shows a solution with Development, Test, Reporting, Training, and Production environments capable of supporting a solution development life-cycle where Development, Test, Reporting, and Training environments are mirrored or closely matched to Production. The County requires a best practice recommendation on these environments and the best practice process to manage the full life cycle.

E.18.19 Technical Architecture – The County requires the proposer to illustrate a proposed technical architecture that details operating systems, hardware, applications and how they interact with each other. This technical architecture should illustrate how these systems interact and reflect Development, Test, Reporting, Training, and Production environments. And, importantly, the proposed technical architecture must support the global technical requirements outlined in Section E.12.

E.18.20 Hardware and Software Maintenance Schedule Requirements – Hardware maintenance must be allowed for Sundays (as needed), from 3 pm to 7 pm and follow the Change Management process defined by BTS. Permission outside of the Sunday, 3 pm to 7 pm, will be on “as needed basis” and must go through the Change Management process defined by BTS.

Software maintenance must be allowed for Sundays (as needed), from 3 pm to 7 pm and follow the Change Management process defined by BTS. Permission outside of the Sunday, 3 pm to 7 pm, will be on “as needed basis” and must go through the Change Management process defined by BTS.

E.18.21 Database Backup/Restore Requirements – The new CCMS must be able to be brought down and/or quiesced depending on the backup methodologies used.

- The system must be able to run 24 x 7.
- The system/subsystem must have backup, recovery and cloning methodologies that are approved and supported by BTS.
- Hot and cold backup plans need to be created and tested to ensure that the database and the application can be recovered in sync to the recovery time frame determined by Pinellas County.

SECTION E – SCOPE OF WORK – CONTINUED

E.18.22 Application Performance – The County requires the new CCMS to develop response time thresholds, by function type, to support the Service Level Agreement (SLA). Proposers shall be required to:

- Determine measurable and realistic response time thresholds based on the actual build and infrastructure.
- If these thresholds are not acceptable, recommend remedial actions required.
- Provide performance testing to demonstrate that the agreed upon thresholds are met.

At a minimum the proposer shall meet the following application performance standards given an average per packet round trip time of 10ms and provide recommendations for infrastructure including network and server to accomplish the required response time objective:

- Screen refresh rate of 3 seconds or better (routine functions and simple queries).
- Sub-second response time for high use functions
- Search and Report generation of 20 seconds or better per 100 lines of data.

E.18.23 Business Continuity Requirement – The customer requires that the system down time cannot exceed two (2) hours on a normal business day. The County requires the solution provider to provide an architecture that is capable of providing continuous operation of this service and a methodology to recover lost data caused by the downtime.

E.18.24 Service Level Agreement/Management Requirements – The County requires the awarded proposer to assist the County with SLA preparation. The awarded proposer shall be required to:

- Evaluate the County's existing monitoring tools and business processes.
- Recommend any additional tool acquisition or process change that may be needed.
- Recommend industry standards for SLA performance metrics for this type of CCMS solution, considering the nature and size of our business.

E.18.25 Average Per Session Bandwidth Requirements – The proposer shall provide Average Per Session bandwidth requirements which shall be calculated and provided to the County so that network bandwidth requirements may be determined. Example: 100Kbps per session, 25 users, bandwidth requirement is 2,500Kbps.

E.18.26 Domain Name Systems Requirements – Domain Name System (DNS) and fully qualified names should be used in all aspects of the proposed solution. Hard coded IP addresses should not be used.

SECTION F – SUBMITTAL REQUIREMENTS

Proposal Title: Justice CCMS – Consolidated Case Management System
Proposal Number: 089-0408-P (JL)

Proposal Organization: Proposers are expected to organize their proposals in such a manner as to facilitate the evaluation process. Proposals should be keyed or indexed to correspond with this Request for Proposal. Responses should be correlated to the specific submittal, Criterion, section or paragraph number of the request for proposal being addressed. Evaluators will make a reasonable effort to locate information in the proposals; however failure to follow this suggested format may make location of critical submittal information difficult, possibly resulting in a loss of appropriate point credit.

Figure 12: *Proposal Sections to be Submitted*

<u>Proposal Section</u>	<u>Description</u>
1.0	Introductory Material and Executive Summary
2.0	Technical Requirements
3.0	Company Background
4.0	Responses to Functional Requirements
5.0	Implementation Plan
6.0	Change Management Approach
7.0	Training Plan
8.0	Essay Responses
9.0	Customer References
10.0	Exceptions to the RFP
11.0	Required Attachments
12.0	Sample Documents
13.0	Cost Proposal (To be submitted in a separate sealed envelope apart from the Technical Proposal.)

F.1 INTRODUCTORY MATERIAL AND EXECUTIVE SUMMARY

(Proposal Section 1.0) This part of the response to the RFP shall be limited to introductory material and a brief narrative (no more than 3 pages) summarizing the proposal. The introductory material must include a title page with the RFP number, subject, name of the proposer, address, telephone number and the date, a Letter of Transmittal, executed by an authorized representative, and a Table of Contents. The summary shall contain as little technical jargon as possible and shall be oriented toward non-technical, business personnel.

F.2 TECHNICAL REQUIREMENTS

(Proposal Section 2.0) This section of the proposal shall include a discussion of the proposer's overall understanding of the ten (10) Global Technical Requirements in Section E.12, and a narrative about how well the proposed solution meets the technical requirements of the new Justice CCMS.

F.3 COMPANY BACKGROUND

(Proposal Section 3.0) Each proposal must provide information about any firm involved with this proposal, including any third party or joint venture partner firms. The County, at its discretion, may require a proposer to provide additional information or to clarify requested information.

F.3.1 Complete Company Background Attachment (Attachment 8). Submit attachment as part of proposal Section 11.0.

SECTION F – SUBMITTAL REQUIREMENTS – CONTINUED

F.3.2 Explain how the proposer differentiates itself from its competitors.

F.3.3 Provide Corporate Organization Charts, and the proposed Project Organization Chart.

F.4 RESPONSES TO FUNCTIONAL REQUIREMENTS

(Proposal Section 4.0) Proposers shall use the format provided (Attachment 3) to submit responses (as described in Section E.13) to the functional requirements. Functional requirements represent functionality that is currently needed as well as functionality that is expected or is likely to be required in the future. The requirements responses submitted shall be attached to implementation services contract. The implementation firm is expected to warrant all positive responses (every response except “N”). When submitting proposals, proposer must submit functional requirements in Microsoft Excel format.

F.4.1 Complete Functional Requirements Attachment 3. Submit attachment as part of proposal Section 11.0.

F.4.2 Confirm that all responses which are marked Yes, Partial, or Config are included in the scope, and that cost proposal and proposed staffing includes all necessary software modifications and implementation efforts to achieve the requirements.

F.4.3 Explain if any additional software module is required (*for only a few functional requirements*) and is thus not cost-efficient to include in the proposal, then the proposer shall mark the requirement as “No” and indicate accordingly in the comment field that this additional software module is available but is not being included in the proposal.

F.5 IMPLEMENTATION PLAN

(Proposal Section 5.0) The proposer must provide a detailed plan for installing, configuring and implementing the proposed new CCMS solution. This information **MUST** include:

F.5.1 Explain in detail the proposed phasing for implementation. Be sure to explain:

- Advantages to this approach
- Disadvantages to this approach
- Level of risk that the County is facing during implementation.
- Again, note that proposers must base their implementation plan and schedule based upon migrating from Legacy CJIS to the new CCMS *by case type* (or groups of case types or “benches.”) For each case type or bench or groups of case types, all users of the new CCMS must be migrated at the same time. Proposals recommending migrating one stakeholder agency (or other subset of users) at different times will be rejected as non-responsive.

F.5.2 Discuss how your implementation schedule plans to minimize risks inherent with a project of this size and a phased implementation requirement.

F.5.3 Provide your methodology for implementation. Methodology shall include estimated timeframe, overview of deliverables, assumptions, and assumed responsibilities.

F.5.4 How shall your Project Manager and consulting team work with the County’s core team members to assist in design, training, knowledge transfer, process re-engineering and configuration?

SECTION F – SUBMITTAL REQUIREMENTS – CONTINUED

F.5.5 Describe what implementation activities will occur onsite vs. off-site. For onsite work, describe physical requirements your team will need (office space, meeting rooms, phones, Internet, wireless, etc.).

F.5.6 How shall your technical support staff work with the County's technical team to provide on-site technical training? What sort of time commitment, for the proposer and the County, would there be for this task?

F.5.7 Describe the role of the County and proposer staff for interface development.

F.5.8 Within the guidelines set in Section E.15, describe the role of the County and proposer staff for data conversion. Describe the intended data conversion philosophy, approach, methodology, procedures and/or controls. Describe what data conversion tools will be used, and any industry standards or best practices employed. Additionally, provide your policy and procedure for protecting confidential data throughout the data conversion activities.

F.5.9 Describe the role of the County and proposer staff for workflow and business rules development and configuration.

F.5.10 Describe the role of the County and proposer staff for report development.

F.5.11 Describe the role of the County and proposer staff for customizations or modifications to the software.

F.5.12 Describe your test plan. Additionally, provide your policy and procedures for protecting confidential data throughout the testing life cycle.

F.5.13 Provide an overview of services proposed for changing the County's existing case management business processes.

F.5.14 Provide an overview of project management services proposed and how they conform to the Project Management Body of Knowledge (PMBOK) in delivery process.

F.5.15 Explain your quality assurance procedures to ensure the County achieves its objectives. Be sure to explain any deliverable sign-off criteria assumed for this proposal.

F.5.16 Indicate any services proposed with this proposal that plan to utilize subcontractors. Indicate the % of subcontractor involvement and list each proposed subcontractor.

F.5.17 Recommend how many people the County should have dedicated (100%) to the project. Indicate how many other people should be primarily focused (significant % of hours but not 100%). Indicate what functional or technical areas/competencies, and/or subject matter expertise, these County staff must have.

F.5.18 Complete Attachment 7 (Staffing) indicating resources that shall be required by the project (both consultant hours and County staff hours) by month for each month of the implementation schedule as described above. Attachment 7 (Staffing) must be consistent with Attachment 6 (Costs) and other sections of this RFP. The purpose of Attachment 7 (Staffing) is to provide the County with an estimate of resources that shall be required for implementation and training. Include an estimate for all activities that would be included in the project plan for all resources.

SECTION F – SUBMITTAL REQUIREMENTS – CONTINUED

F.5.19 The County reserves the right of refusal for any proposer's staff to the project at any time, with the opportunity to request a replacement staff member. In addition, the proposer shall be expected to maintain continuity of key personnel throughout the project. The awarded proposer will be required to sign a confidentiality and non-disclosure agreement, one that is binding on all proposer staff, partners and sub-contractors. Background investigations of any proposer staff, partners or sub-contractors may be required at any time prior to, or after, contract award.

Note: The County reserves the right to alter work effort estimates after further discussion with the proposer. The Lead Proposer shall be responsible for providing a project plan and keeping the project plan updated during implementation.

F.5.20 Submit resumes for all key members of the proposer's team.

F.5.21 In addition to the production hardware requirement, there is a need for synchronization to maintain quality assurance in all project phases and data instances, such as; data conversions, development, and user acceptance testing systems. For each item of hardware recommended, identify the performance and functional requirements it must meet to enable synchronization. Include expected maintenance requirements if the additional equipment will cause a significant change in the current maintenance schedule.

F.5.22 Identify the hardware needed to fulfill all or any part of the requirements of the CCMS system/subsystem, such as workstations, operational system components, and communication hardware. Compare this with the list of standard hardware currently supported by Pinellas County Government starting in section E11 and supply reasons for discrepancies. For each item of hardware recommended, identify the performance and functional requirements it must meet. Include expected maintenance requirements if the additional equipment will cause a significant change in the current maintenance schedule.

F.5.23 The hardware life cycle is the amount of time that hardware is used before it is replaced with new hardware. Typical server hardware life cycles are 36, 48, or 60 months. Maintaining a shorter cycle prevents the problem of servers that were purchased at the beginning of the cycle becoming obsolete before the end of the cycle. However, a shorter life cycle affects the manageability of file servers, because you must replace hardware, install the operating system and applications, and migrate data more frequently. A longer life cycle affects the reliability and scalability of a server and the Mean Time Between Failures (MTBF) is shortened due to worn parts. Provide the life cycle and reason for each hardware device you are recommending.

F.5.24 Load balancing is a technique to spread work between two or more computers, network links, CPUs, hard drives, or other resources, in order to get optimal resource utilization, maximize throughput, and minimize response time. Using multiple components with load balancing, instead of a single component, may increase reliability through redundancy. The balancing service is usually provided by a dedicated program or hardware device. Describe any methodology for load balancing you are offering.

F.5.25 High-availability clusters (also known as HA Clusters or Failover Clusters) are computer clusters that are implemented primarily for the purpose of providing high availability of services which the cluster provides. They operate by having redundant computers or nodes which are then used to provide service when system components fail. Normally, if a server with a particular application crashes, the application will be unavailable until someone fixes the crashed server. HA clustering remedies this situation by detecting hardware/software faults, and immediately restarting the application on another system without requiring administrative intervention, a process known as Failover. Describe any methodology for high-availability clustering you are offering.

SECTION F – SUBMITTAL REQUIREMENTS – CONTINUED

F.5.26 Based on the Global Technical Requirements, Functional Requirements and estimated numbers of users, determine the workstation hardware requirement. Include any development and testing and all related security requirements in this determination. Compare this with the list of standard hardware currently supported by Pinellas County Government stated in section E11 and supply reasons for discrepancies. For each item of hardware recommended, identify the performance and functional requirements it must meet and the preferred vendor(s).

F.5.27 Identify infrastructure software requirements, including system support software and communication software. For each solution module proposed, identify the functional and performance requirements to be met, preferred vendor(s), estimated additional online and offline storage required, and estimated system resources necessary to operate the application.

F.5.28 A report server database should be installed on a separate server for best performance. Describe your methodology and recommendation for the report server.

F.5.29 The County utilizes CA's SPECTRUM for availability monitoring. The County plans on utilizing internal Oracle performance monitoring tools and inherent server monitoring tools. Provide a list of recommended application performance monitoring tools for end to end transaction monitoring of your proposed CCMS solution, especially if you are proposing a different back-end RDBMS other than Oracle.

F.5.30 Describe any additional hardware/software peripherals needed to meet the requirements within this RFP. (e.g. kiosk machines, cash drawers, repeaters, workstations/servers, etc.).

F.5.31 Please describe your post implementation support strategy. This information **MUST** include:

- How incidents will be reported and responded to and during what hours.
- An explanation of how problems are classified according to degree of urgency and who classifies them. For example: (very urgent) is responded to within 2 hours; (urgent) within 8 hours; (somewhat urgent) within 48 hours; and, (not critical) within 5 working days. Who determines the priority of the problem?
- Please provide verification that the proposer will provide on-site support if there is a "production down" situation and the remote diagnostics prove inconclusive. Please provide your procedures for this situation.
- Explain your company's escalation procedures if they are unable to resolve a problem within the established response times.

F.5.32 Provide a recommendation for staffing required to maintain and support the system post implementation. For each of the following areas, describe the number of FTE's you would recommend the County have, the role of each person (job title) and what skills/competencies each should possess.

- System administration and configuration
- Database/network administration
- Application development
- Functional user support
- Ongoing training
- Customer Support Center
- Other (indicate if other support area is recommended)

F.5.33 Describe your proposed services and methodology for Documentation. Specifically address:

- The types of documents you propose.

SECTION F – SUBMITTAL REQUIREMENTS – CONTINUED

- The method for document review and revision.
- Examples of at least one proposed document type.

F.5.34 Describe your proposed services and methodology for Response time. Specifically address:

- The functions you recommend setting thresholds for.
- The evaluation method you would use to set the thresholds, considering actual build and infrastructure and estimated data conversion of approximately 80 GB.
- The method for evaluating and testing the thresholds and recommending remediation where needed.
- Examples of installations where response times exceeded expectations.
- Documentation you would provide enabling the County to conduct post implementation response time testing and monitoring to insure quality of service.

F.5.35 Network Latency (round trip time in Milliseconds) may fluctuate; however, normal latency averages are as follows: ATM sites average (5-10ms), Frame Relay (10-20ms), T1 (10-20ms) and Gate-to-Gate (30-100ms). The proposed architecture should be designed to operate on the current network infrastructure and still provide the required performance functionality. Provide Best Practices for a successful implementation.

F.6 CHANGE MANAGEMENT APPROACH

(Proposal Section 6.0) Describe your proposed services and methodology for organizational change management. Specifically address:

- The role of the County and role of the proposer in leading change management activities.
- The role of the County and role of the proposer in identifying risks and developing a plan to address them.
- Examples of change management activities that have been successful in the past to help staff make the transition to a new system and new business process.
- If the proposer plans to dedicate staff to the organizational change management effort.

F.7 TRAINING PLAN

(Proposal Section 7.0) Training must be “role based” and tailored to accommodate the County’s (job specific) use of the application, rather than boilerplate product training. The training shall include technical, functional and end user on all aspects of the new CCMS. The County is expecting a hybrid approach that combines a “train-the-trainer” approach along with extensive onsite user training classes led by the winning proposer’s staff. It is anticipated that “lead” or “power” users at the Courts and the stakeholder agencies will provide their own configuration and business rules implementation. Proposers should describe their proposed training approach to facilitate distributed, decentralized user-driven system configuration and for agency-specific or function-specific user training. The proposer must provide a detailed plan for training. This information MUST include:

F.7.1 Provide an overview of proposed training plan/strategy, specifying how and when training is to be delivered for on-site, off-site training, configuration training, web training services, etc. for the core project team, end users, and technology personnel. Additionally, provide a staffing plan indicating the number of trainers, technical on-site support and preferred class size per training session.

F.7.2 Describe the role of the County and proposer staff for training including the design and implementation of the training plan, development of training materials, and level of assistance with training.

SECTION F – SUBMITTAL REQUIREMENTS – CONTINUED

F.7.3 Provide descriptions of classes/courses proposed in the training plan. The proposer shall specify the unit of measure for its training (e.g., units, classes, days, etc.) and define the hours associated with these units of measure. The proposer must be very clear about exactly what training courses are included in the cost of the proposal.

F.7.4 Discuss the advantages and disadvantages for partially using a “train-the-trainer” approach for end user training. Make sure to include the following:

- Estimated additional hours of County training time and estimated reduced hours of consultant time.
- Approximate differences in cost.
- Risk considerations.
- Your recommended approach.

F.7.5 Provide options for ongoing training. Indicate locations, frequencies, and topics for ongoing training.

F.7.6 Explain how your training approach will ensure adequate knowledge transfer to prepare the County’s support staff to configure and maintain the system after it is placed into production.

F.7.7 Define the amount of training the proposer is prepared to provide for the Customer Support Center (CSC) that performs 1st level support. To help understand these training needs, be aware that the CSC:

- Has 30 employees
- Has full remote control access to workstations
- Performs initial troubleshooting 24/7
- Determines escalation path
- Executes fixes/workarounds for known errors
- Monitors Network and Servers

F.8 ESSAY RESPONSES

(Proposal Section 8.0) The County has some unique questions or business process needs that it would like addressed as part of this RFP. Proposers are required to answer the following questions with as much detailed information as possible. Proposers are strongly encouraged to make sure the response answers the questions and is not comprised of marketing material. These questions may appear again during presentations and during contract negotiations.

F.8.1 How do you ensure consistency in data standardizations and data modeling?

F.8.2 Identify any gaps between the functional requirements listed in this RFP and those typically found in “best-of-breed vertical market” case management solutions targeted to Courts, Clerks of Court, Sheriffs, Prosecutors and Public Defenders?

F.8.3 Indicate what report writers are most effective for getting information out of your proposed solution. From past experience, what report writers have other County governments taken advantage of to meet needs for case- and person- reporting, state-mandated reporting, and managerial decision support.

F.8.4 Please provide a narrative indicating your understanding of “Florida CMS Reporting Compliance,” and how you will modify or configure your solution to satisfy these requirements. (See Attachment 13.)

SECTION F – SUBMITTAL REQUIREMENTS – CONTINUED

F.8.5 Pinellas has multiple specialized functions performed by different stakeholders. Discuss your recommended approach to interfacing to other stand-alone county systems, and to meeting

Agency-specific (and different) processing needs within the same application solution and database shared by some many different justice agencies with differing business rules (even for the same case type).

F.9 CUSTOMER REFERENCES

(Proposal Section 9.0) The County considers references for both the proposed solution and the proposer to be important in its decision to award a contract. Proposers shall supply references that shall be available to speak with the County and/or NCSC staff for approximately 30-60 minutes. All references provided shall be contacted by the County/NCSC during the selection process. The County/NCSC does not work through a proposer's reference manager to complete a reference contact. The names, phone numbers, and email addresses of the project manager or person with broad knowledge of the project for each reference must be listed. Failure to provide this information may result in the proposer not being elevated to Phase 2 presentation and demonstration. The County reserves the right to contact additional customers for references, if deemed necessary.

F.9.1 Provide a list of other similar sized governments where your firm was the prime contractor for implementation of a large, enterprise workflow-based and/or Justice system. Make sure to list:

- Government Name
- Project Dates (Start date and end date)
- Solution Implemented

F.9.2 Complete Attachment 2 (References). Proposers are also expected to provide three (3) public sector references in which they served as the prime contractor (not a sub-contractor) for past Customers who were implemented using the same or similar software with a comparable scope. References shall be for fully completed (live) installations. Inform references that they will be contacted by the County/NCSC. Attachment shall be included in proposal response Section 11.0.

F.10 EXCEPTIONS TO THE RFP

(Proposal Section 10.0) All requested information in this RFP must be supplied. Proposers may take exception to certain requirements in this RFP. All exceptions shall be clearly identified in this section and a written explanation shall include the scope of the exceptions, the ramifications of the exceptions for the County, and the description of the advantages or disadvantages to the County as a result of exceptions. The County, at its sole discretion, may reject any exceptions or specifications within the proposal. All exceptions must be submitted at the time and date of RFP submittal as stated in Section A of this document.

F.11 REQUIRED ATTACHMENTS

(Proposal Section 11.0) Proposers must submit all required attachments:

- Attachment 1: RFP Submittal Checklist
- Attachment 2: References Form
- Attachment 3: Functional Requirements
- Attachment 4: *Not Applicable*
- Attachment 5: *Not Applicable*
- Attachment 6: Cost Spreadsheet – **in a separate sealed envelope**
- Attachment 7: Staffing

SECTION F – SUBMITTAL REQUIREMENTS – CONTINUED

- Attachment 8 Company Background
- Attachment 9: Hardware, Software and Other Equipment Recommendations

F.12 SAMPLE DOCUMENTS

(Proposal Section 12.0) Proposers shall include sample copies of the following documents. The documents must contain all material terms so that the County can fairly evaluate the proposer's forms.

F.12.1 Sample implementation and support services agreement.

F.12.2 Sample system calendars output reports.

F.12.3 Sample documentation (user guides, training materials, test scripts, technical documentation etc.).

F.12.4 Sample implementation project plan.

F.12.5 Sample enterprise-wide software licensing agreement.

F.12.6 Sample maintenance agreement.

F.13 COST PROPOSAL

(Proposal Section 13.0) (To be submitted in a separate sealed envelope) Proposers shall submit their cost proposal in a separate and sealed packet according to the format provided in Attachment 6 (Costs) to this RFP. **Do not cite costs anywhere else in the proposal in order to prevent evaluators from viewing this information. Vendors who do so may be summarily disqualified.** The County's Evaluation Team shall review cost only after evaluating all other Phase 1 information in the proposal, and prior to selecting the proposers for demonstrations and presentations.

Cost submitted must be submitted as "not to exceed" costs and specify an hourly rate as required on Attachment 6. Additionally, travel costs shall be submitted as "not to exceed" cost and must specify an hourly rate, as indicated on Attachment 6.

Pinellas County will only reimburse the firm for travel costs and travel-related expenses in accordance with Fla. Stat., §112.061.

The County reserves the right to contact proposers regarding cost and scope clarification at any time throughout the selection and negotiation processes.

The County may award a purchase contract based on initial offers received without further discussion or negotiation of such offers. A proposer's initial offer shall, therefore, be based on the most favorable terms available. The County may also request revised cost offers from such proposers, and make an award and/or conduct negotiations thereafter.

Complete and submit Attachment 6. It is important that proposers use the format presented in this RFP even if another format is preferred. Costs shall include total price for all software, services, and additional costs to acquire all software and services referenced in the proposal including third party prices. If third party products or services are included, do not provide separate versions of Attachment 6 (Costs) for each third-party product.

SECTION F – SUBMITTAL REQUIREMENTS – CONTINUED

Additionally, Attachment 6 (Costs) is designed to enable proposers to reflect a total of all anticipated costs for the proposed solution. In addition to providing the total solution “cash” cost reflected in Attachment 6, proposers are encouraged to provide additional “funding” or “financing” options for the County to consider during contract negotiations. For example, a proposer may offer payment terms that reduce the upfront or “one-time” software licensing cost to the County by providing instead a monthly or yearly payment schedule. Or, the proposer may offer financing terms that defer some licensing or labor services payments until later, such as at (or beyond) the system acceptance date. Or, the proposer may offer “no software licensing fees” or “no labor services fees” at all to the County per se, but instead recoup cost through the (cost) benefit realized by the County for utilizing the vendor’s (accepted) solution over a specified time period.

For each such alternative, the proposer should detail the differences in the total solution cost to the County between the alternative and the “cash” cost reflected in Attachment 6. Any optional funding or financing alternatives offered must not propose a “per user” or “per seat” fees basis; the County desires an enterprise license and fixed software cost regardless of the eventual number of end users. Any optional funding or financing alternatives offered must be included only in your Cost Proposal (Section13).

SECTION G – INSTRUCTIONS FOR SUBMITTING PROPOSALS
--

Proposal Title: Justice CCMS – Consolidated Case Management System
Proposal Number: 089-0408-P (JL)

- ✓ All proposals shall be signed in ink by authorized principals of the firm.
- ✓ Proposals are to be submitted in two separate sealed envelopes, in one package. The face of each envelope shall indicate the RFP number, name, and address of the firm, and title of the proposal.
- ✓ Proposals are to be submitted by the date and time indicated on the cover sheet to:

Pinellas County Purchasing Department,
400 S. Ft. Harrison Avenue, 6th Floor
Clearwater, FL 33756

Proposals shall be submitted as one (1) printed Original and thirteen (13) printed copies with the 'Original' clearly marked. In addition, proposers must submit on a compact disk (CD) their proposal in both a) portable document format (PDF) that has been converted not scanned as an image, and b) a MS-Word 97-2003 document. Any MS-Excel spreadsheet must be submitted on a CD as an MS-Excel 97-2003 file in the original version provided. Proposers must submit fifteen (15) CD copies.

Costs are to be submitted in printed form in a separate sealed envelope.

Substitute
Form**W-9****Request for Taxpayer
Identification Number and Certification**Give form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	☐ Check appropriate box ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ☐ Other (see instructions) ▶	☐ Exempt payee
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign
Here**Signature of
U.S. person ▶

Date ▶

Detach on the perforation

STATEMENT ON USE OF SOCIAL SECURITY NUMBERS

The Clerk of the Court collects social security numbers as required or permitted by law. We are committed to protecting sensitive information and will disclose social security numbers to independent parties only as legally required.

Purposes for which we collect social security numbers include:

- Compliance with record-keeping and tax reporting to federal, state and local agencies;
- Classification of accounts;
- Identification and verification;
- Billing and payments;
- Data collection;
- Reconciliation;
- Tracking; and

Applications for home solicitation permits, marriage licenses and passports as required by state or federal law.

SECTION H – ADDENDA ACKNOWLEDGMENT FORM
--

Proposal Title: Justice CCMS – Consolidated Case Management System
 Proposal Number: 089-0408-P (JL)

PLEASE ACKNOWLEDGE RECEIPT OF ADDENDA FOR THIS ITB/RFP BY SIGNING AND DATING BELOW:

ADDENDA NO.	SIGNATURE/PRINTED NAME	DATE

Note: Prior to submitting the response to this solicitation, it is the responsibility of the firm submitting a response to confirm if any addenda have been issued. If such document(s) has been issued, acknowledge receipt by signature and date in section above and return Addenda Acknowledgement Form with RFP. Failure to do so may result in being considered non-responsive or result in lowering the rating of a firm's proposal.

Information regarding Addenda issued is available on the Purchasing Department section of the County's website at, www.pinellascounty.org/purchase/Current_Bids1.htm, listed under category 'Current Bids'.

SECTION I – NO BID STATEMENT

NOTE: If you do not intend to submit a proposal in response to this RFP, please return this form immediately. ***Thank you.***

Pinellas County Purchasing Department
400 South Fort Harrison Avenue, 6th Floor
Clearwater, Florida 33756

We, the undersigned have declined to submit a proposal for RFP No. **089-0408-P (JL), for Justice CCMS – Consolidated Case Management System.**

- ☐ Specifications too "tight", i.e., geared toward one brand or manufacturer only (explain below).
- ☐ Insufficient time to respond to the Request for Proposal.
- ☐ We do not offer this product or service.
- ☐ Our schedule would not permit us to perform.
- ☐ Unable to meet specifications.
- ☐ Unable to meet Bond requirement.
- ☐ Specifications unclear (explain below).
- ☐ Unable to Meet Insurance Requirements.
- ☐ Remove Us from Your "Notification List" Altogether
- ☐ Other (specify below).

REMARKS:

We understand that if the "No Proposal" letter is not executed and returned our name may be deleted from the Bidders List of Pinellas County.

COMPANY NAME: _____

DATE: _____

SIGNATURE: _____

TYPED NAME OF ABOVE: _____

TELEPHONE: _____

FAX: _____

EMAIL: _____

ATTACHMENT 1: RFP SUBMITTAL CHECKLIST

It is the proposer's responsibility to make sure all items are submitted as outlined in this entire request for proposal. The checklist below is a guide and may not be inclusive.

RFP Submittal Checklist Guide	
Task	Submitted
Proposal Section 1.0 - Introductory Material and Executive Summary	☐
Proposal Section 2.0 – Technical Requirements	☐
Proposal Section 3.0 – Company Background	☐
Proposal Section 4.0 – Functional Requirements	☐
Proposal Section 5.0 – Implementation Plan	☐
Proposal Section 6.0 – Change Management Approach	☐
Proposal Section 7.0 – Training Plan	☐
Proposal Section 8.0 – Essay Responses	☐
Proposal Section 9.0 – Customer References	☐
Proposal Section 10.0 – Exceptions to the RFP	☐
Proposal Section 11.0 – Attachments	☐
Attachment 1: RFP Submittal Checklist	☐
Attachment 2: References Form	☐
Attachment 3: Requirements Responses	☐
Attachment 4: Data Dictionary	N/A
Attachment 5: Interfaces Required	N/A
Attachment 6: Cost Spreadsheets (in separate sealed envelope)	☐
Attachment 7: Staffing	☐
Attachment 8: Company Background	☐
Attachment 9: Hardware, Software, and other equipment recommendations	☐
Proposal Section 12.0 – Sample Documents	☐
Proposal Section 13.0 – Cost Proposal (see Attachment 6)	☐
Signed Proposal	☐
Proposal Submittal Copies	☐
W9 Form	☐
Section H – Addenda Acknowledge Form (if applicable)	☐

ATTACHMENT 2: REFERENCES FORM

Name of Proposer: _____

Make multiple copies of this form and provide at least three (3) references for provision of workflow and/or CMS software, and implementation and support services that most closely reflect projects that are similar to the County's Justice CCMS scope of work. These references shall be sites where the proposed, or similar, software was installed and has been **FULLY IMPLEMENTED** and is **"live."** Use the following format in submitting references.

GENERAL BACKGROUND

Name of Customer: _____

Address: _____

Project Manager: _____ Title: _____

Phone: _____ E-mail address: _____

Software Program/Version: _____

Number of Employees: _____ Approximate Size of Operating Budget: _____

PROJECT SCOPE

Provide a description that relates to the Justice CCMS technical and functional requirements. (Use additional pages If necessary.)

PROJECT INFORMATION

Total Project

Length of Project

Costs \$

(Implementation-# months)

Go-Live Date

Approximate Number of
Consultant Hours _____

TECHNOLOGY INFORMATION

Hardware Platform: _____

Database Platform: _____

Operating
System: _____

Application Platform: _____

Interface/API Platform: _____

ATTACHMENT 3: FUNCTIONAL REQUIREMENTS RESPONSES
--

See Attachment 3 - Functional Requirements Responses, MS-Excel Spreadsheet, on the
Pinellas County Purchasing website at
http://www.pinellascounty.org/purchase/Current_Bids1.htm

ATTACHMENT 4: DATA DICTIONARY

See Attachment 4 – Data Dictionary, MS-Word Document, on the Pinellas County
Purchasing website at

http://www.pinellascounty.org/purchase/Current_Bids1.htm

ATTACHMENT 5: INTERFACES REQUIRED
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See Attachment 5 – Justice CCMS Interfaces Required, MS-Word Document, on the
Pinellas County Purchasing website at
http://www.pinellascounty.org/purchase/Current_Bids1.htm

ATTACHMENT 6: COSTS SPREADSHEET
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See Attachment 6, MS-Excel Spreadsheet, on the Pinellas County Purchasing website at http://www.pinellascounty.org/purchase/Current_Bids1.htm

ATTACHMENT 7: STAFFING

See Attachment 7 – Staffing, MS-Excel Spreadsheet, on the Pinellas County Purchasing website at

http://www.pinellascounty.org/purchase/Current_Bids1.htm

ATTACHMENT 8: COMPANY BACKGROUND

Complete one form for the Lead Proposer and one form for each subcontractor.

Company Background - Name of Proposer: _____	
Page 1 of 2 Company Name Company Location: Location of corporate headquarters Location of nearest office/location to the County Name(s) of the director(s) or other responsible officer(s) who shall have ultimate responsibility for the management of the contract and senior executive assigned to monitor the project. Proposers registered office address	
Proposer Experience	
Years of Experience: Number of years in business: Number of years involvement in Justice applications Percentage of total business related to software sales & implementation Percentage of software sales & implementations for local government	
Customer Base: # of local government customers # of local government customers using the proposed, or similar, software application # of local government customers in Florida # of customers that are Counties	
Any material (including letters of support) or endorsements from customers) indicative of the proposer's capabilities.	

Company Background - Name of Proposer: _____	
Identify by name some of the customers similar to the County (e.g., similar in size, complexity, location, type of organization, type of Justice application)	
Market Focus: Identify industries serviced	
Terminated Projects: List any terminated local government projects Disclose the jurisdiction and explain the reason for the termination.	
The name of the case(s) and the location in which any litigation has been filed or is in process or adjudicated in the last five years with customers (past, present, or potential) or related to bankruptcy. Provide a brief explanation of background, status, and resolution for each case listed.	
Organization Size	
Number of Employees: If Proposer is a subsidiary, identify # of employees in proposing company/division.	
Total Revenue: If proposer is a subsidiary, identify revenues of proposing company/division Identify the percentage of revenue used for research & software development by the proposing company/division	
Corporate Notes	
Ownership: Privately held? Publicly traded? Parent Company? Certified Partnerships: Identify any certifications held by your firm if you are implementing or reselling another firm's products. If partnering, identify the amount of time the subcontractor has worked with the software proposer and how many implementations the two parties have completed together.	

**ATTACHMENT 9: HARDWARE, SOFTWARE AND OTHER EQUIPMENT
RECOMMENDATIONS**

The County requires all proposers to provide hardware platform and operating system best practice recommendations for this Justice CCMS implementation for all systems/modules proposed: hardware, software, server, desktop and any other equipment/software needed to support the proposed solution.

ATTACHMENT 10: INDIVIDUAL NON-DISCLOSURE AGREEMENT

This agreement will be required of the awarded proposer and any associated person working on this project.

INDIVIDUAL NON-DISCLOSURE AGREEMENT

I _____, understand that I will have access to confidential information and that I am responsible for safeguarding this information. In particular:

In consideration of the County disclosing to me certain County confidential and security sensitive information, including, but not limited to, County Information Technology Assets (including software now in use and software under development), Physical Security Systems, Operations Security, Infrastructure Interdependencies, Impact Analysis and Risk Characterization, I agree to receive and maintain such information in trust and confidence and to take reasonable precautions against disclosure of such information to any third persons. I understand that disclosure of such information could pose a security threat to the County and impact the health, safety and welfare of the public. Nothing herein shall be construed to prohibit disclosure of information required pursuant to Chapter 119, Public Records Law.

Separation from County employment does not release you from the requirements of this agreement. Additionally, copyright infringements will be prosecuted aggressively.

Contractor

By: _____
Printed Name

Signature

Date

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2009, by and between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County" and _____, hereinafter referred to as the "Contractor".

WITNESSETH:

WHEREAS, County has previously determined that it has a need for A JUSTICE CASE MANAGEMENT SYSTEM SOFTWARE SOLUTION, AND RELATED IMPLEMENTATION AND SUPPORT SERVICES; and

WHEREAS, County, after soliciting competitive proposals for such services pursuant to Pinellas County Request for Proposal, RFP No. **089-0408-P (JL)** (hereinafter Request for Proposal or RFP), County has awarded this contract to Contractor; and

WHEREAS, Contractor has represented that it is able to satisfactorily provide the services according to the terms and conditions of the Request for Proposal, which are incorporated herein by reference, and the terms and conditions contained herein; and

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

1. Services to be Performed. The Contractor hereby agrees to provide the County with JUSTICE CCMS IMPLEMENTATION AND SUPPORT SOFTWARE SERVICES, AND WITH THE "CCMS SOFTWARE SOLUTION" as requested and more specifically outlined in the Request for Proposal, this Agreement, Exhibit A and all subsequent official documents that form the Contract Documents for this Agreement.

2. Term of Agreement/Renewal. Services performed pursuant to this Contract shall commence upon execution of this agreement and continue for a period of _____ () months, unless canceled or terminated as provided herein. The term of this Agreement may be renewed, by written agreement of the parties, for _____ () additional _____ () month period(s) after the initial contract period. This extension may be approved only if all prices,

terms and conditions remain the same, and approval is granted by the County Administrator or Director of Purchasing.

3. Amendment of the Agreement. This Agreement may be amended only by mutual written agreement of the parties.

4. Assignment/Subcontracting. The Contractor shall provide the Services required by this Agreement. No assignment or subcontracting shall be allowed without the prior written consent of the County. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the County within thirty (30) business days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. In that event, the County may terminate this Agreement in those instances in which a corporate acquisition and/or merger represents a conflict of interest or contrary to any local, state or federal laws.

5. Termination. Pinellas County reserves the right to terminate this Agreement, without cause, by giving thirty (30) days prior written notice to the Contractor of the intention to terminate.

Failure of the Contractor to comply with any of the provisions of this Agreement shall be considered a material breach of the Agreement and shall be cause for immediate termination of the Agreement at the sole discretion of Pinellas County.

In addition to all other legal remedies available to County, County reserves the right to terminate and obtain from another source any services which have not been provided within the period of time stated in the proposal, or if no such time is stated, within a reasonable period of time from the date of order or request, as determined by County.

In the event that sufficient budgeted funds are not available for a new fiscal period, the County shall notify the Contractor of such occurrence and the Agreement shall terminate on the last day of the then current fiscal period without penalty or expense to the County.

6. Compensation. County shall pay Contractor upon Contractor's completion of, and County's acceptance of, the services required herein, as specified in the Request for Proposal. Prices shall remain firm for the duration of the Agreement. All payments shall be made in accordance with the Local Government Prompt Payment Act, Fla. Stat. § 218.70, et. seq.

7. Permits/ Licenses. Contractor must secure and maintain any and all permits and licenses required to complete this Agreement.

8. Audit. The Contractor shall retain all records relating to this Agreement for a period of at least three (3) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, Pinellas County reserves the right to audit such records pursuant to Pinellas County Code, Section 2-176(j).

9. Minimum Insurance Requirements. The Contractor must maintain insurance in at least the amounts required in the Request for Proposal throughout the term of this contract. The Contractor must provide a Certificate of Insurance in accordance with Insurance Requirements, Section C of the Request for Proposal, evidencing such coverage prior to issuance of a purchase order or commencement of any work under this Agreement. Contractor shall ensure that any subcontractors or persons hired by subcontractors maintain the same level of insurance coverage as the Contractor.

10. Indemnification. Contractor shall indemnify, pay the cost of defense, including attorneys' fees, and hold harmless the County from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons or property by or from the said Contractor; or by, or in consequence of any neglect in safeguarding the work; or by the use of unacceptable materials in the construction of improvements; or by or on account of any act or omission, neglect or misconduct of the said Contractor; or by, or on account of, any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the County. The first ten dollars (\$10.00) of compensation received by the Contractor represents specific consideration for this indemnification obligation.

12. Governing Law. The laws of the State of Florida shall govern this Agreement.

13. Independent Contractor Status and Compliance with the Immigration Reform and Control Act of 1986. The Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venturer of County. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986

located at 8 U.S.C. 1324, et. seq., and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach and shall be grounds for immediate termination of the Agreement, at the discretion of Pinellas County.

14. Severability. The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

15. Documents Comprising Agreement. This Agreement, as well as the following documents, which are incorporated herein by reference.

- a. Exhibit A; and
- b. Pinellas County's Request for Proposal and all of its addenda and attachments issued on _____, 2009; and
- c. Contractor's Certificate of Insurance required under Section C of the Request for Proposal; and
- d. Exhibit B—Statement of Work ("SOW"); and
- e. Contractor's Proposal.

If there is a conflict between the terms of this Agreement and the above referenced documents, then the conflict shall be resolved as follows: the terms of this Agreement shall prevail over the other documents, and the terms of the remaining documents shall be given preference in their above listed order.

IN WITNESS WHEREOF the parties herein have executed this Agreement pursuant to
RFP No. **089-0408-P (JL) Justice CCMS – Consolidated Case Management System** as of the
day and year first written above.

PINELLAS COUNTY, FLORIDA
by and through its Board of County
Commissioners

CONTRACTOR

Chairman

President (Signature)

President (Printed Name)

ATTEST:
KEN BURKE

By: _____
Deputy Clerk

[Corporate Seal]

ATTEST:

By: _____
(Attesting Witness' name/title)

APPROVED AS TO FORM:

Office of the County Attorney

AGREEMENT – EXHIBIT A

SOFTWARE MAINTENANCE FEES

The County shall require fixed maintenance fees for five (5) years following implementation for budgeting purposes for any software proposed, with the option to pay in yearly payments. The County requires an enterprise-wide (unlimited number of seats) license for the software solution offered by the awarded proposer. For the purpose of this RFP and future contracting with the awarded proposed, the term “enterprise-wide” refers to all Courts and all Justice Agencies in the Sixth Judicial Circuit of Florida. Pinellas County expressly has the right to add new users to the system, without additional software licensing or maintenance costs, for any justice agency or Court in either Pinellas County or Pasco County, the two counties comprising the Sixth Judicial Circuit.

ADDITIONAL MODULES OR SERVICES

The County shall require “price protection” for a minimum of three (3) years from the effective date of the third party software licenses proposed for additional County users and modules that are listed in the RFP but are not initially purchased. In addition, the County will require rates for professional services to not increase for a period of three (3) years following contract signing.

SERVICES AND STATEMENT OF WORK

The Agreement shall include, in the Statement of Work (“SOW”), a detailed description of all work to be performed by the proposer for the County.

Except as otherwise explicitly stated in the Agreement, the proposer shall furnish all labor, materials, equipment, products, tools, transportation, and supplies required to complete the services. Any additional services not identified in the Agreement shall be mutually agreed to in writing by each party through a change order process.

STATUS OF PROPOSER

The successful proposer and its employees shall be engaged in an independent contractor relationship with the County in performing all work, duties and obligations under the Agreement. The County shall not exercise any control or direction over the methods by which the proposer shall perform its work and functions. The County's sole interest and responsibility is to ensure that the work covered by the Agreement is performed and rendered in a competent, satisfactory and legal manner. No work, act, commission or omission of the proposer or its employees pursuant to the Agreement shall be construed to make the proposer or its employees the agent, employee or servant of the County. The proposer and its employees shall not be entitled to receive from the County vacation pay, sick leave, retirement benefits, social security, workers' compensation, disability benefits, unemployment benefits or any other employee benefit of any kind. Neither party shall have any right, power or authority to create any contract or obligation on behalf of, or binding upon, the other party, without prior written consent of such other party.

NO THIRD PARTY BENEFICIARY

The Agreement shall create rights and duties only between the parties, and no third party is or shall have any rights as a third party beneficiary nor shall any third party have the right to enforce any of the provisions of the Agreement.

DOCUMENTATION AND COPYRIGHT

Collected data, analyses, and any analytical processes, programs and files developed as a contractual requirement are the sole property of the County. Programs shall be completely documented, including

the file layout of tapes, disks, and so on. The County may, at its sole discretion, waive title to any portion or to all data and analyses. The County has the sole right to copyright any process or program and may license its use by others for a fee or without charge.

CONFIDENTIAL INFORMATION

Any written, printed, graphic, or electronically or magnetically recorded information furnished by the County for the proposer's use are the sole property of the County. This proprietary information includes, but is not limited to, customer requirements, customer lists, marketing information, and information concerning County employees, products, services, prices, operations, security measures and subsidiaries.

The proposer and its employees shall keep this confidential information in the strictest confidence, and shall not disclose it by any means to any person except with County approval, and only to the extent necessary to perform the work under the Agreement. This prohibition also applies to the proposer's employees, agents and subcontractors. On termination of the Agreement, the proposer shall promptly return any confidential information in its possession to the County.

INTELLECTUAL PROPERTY RIGHTS

The proposer shall indemnify and hold harmless the County from liability of any kind, including costs and expenses for or on account of any copyrighted service marked, trademarked, patented or un-patented invention, process, article or work manufactured or used in the performance of the Agreement, including its use by the County. If the proposer uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

COVENANTS AGAINST CONTINGENT FEES

The proposer warrants that no person or selling agency has been employed or retained to solicit or secure the Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the County shall have the right to annul the Agreement without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

WARRANTY

A warranty is sought for any software purchased and the implementation services. It is assumed that proposers have priced their software and services to recognize these warranty provisions. The extent of the warranty coverage shall be evaluated as part of the overall procurement process.

Software. The selected software proposer shall warrant that the proposed software shall conform in all material respects to the requirements and specifications as stated in this RFP. That is, the detailed requirements as stated in this RFP and responded to with a positive response (anything except for "N") shall become part of the selected proposer's software license and the software proposer shall warrant to the requirements. The selected proposer must warrant that the content of its proposal accurately reflects the software's capability to satisfy the functional/technological requirements as included in this RFP. Furthermore, the warranty, at a minimum, shall be valid for the duration of the implementation and for a minimum of 24 months after the final acceptance date (as shall be defined during the negotiation process) of all the respective modules/suites/applications included in the implementation.

Software Escrow. The selected vendor will enter into an escrow agreement with the County that will set the conditions by which copies of source code and additional documentation would be provided to the County, and the conditions of their use. Such conditions will include changes in the vendor's business circumstances that would preclude the vendor from providing ongoing maintenance support to Pinellas County.

Implementation Services. The County requires a warranty for the services (e.g., work products, developed modifications, and system configuration) for a minimum of 24 months after the final acceptance date (as shall be defined during the negotiation process) of the respective modules/suites/applications included in the implementation. The proposer and any implementation services firm must ensure that the implemented software conforms to the requirements with a positive response (any except for "NA") and warranted by the software proposer.

TERMINATION PROVISIONS

Termination for Cause. The County may issue a written notice to cure if the proposer fails to: (i) Maintain the staffing levels as outlined in the SOW, deliver the deliverables or to perform the services within the time specified in the Agreement or any amendment thereto; (ii) Make progress, so that the lack of progress endangers performance of the Agreement or Implementation Services Agreement; or (iii) Perform or observe any of the other provisions of the Agreement. The County may terminate the Agreement in whole or in part if the proposer does not cure such failure within the time frame stated in the County's Notice to Cure, which in no event shall not be less than fifteen (15) days.

Party Obligations. If the Agreement is terminated for cause, the County may require the proposer deliver to County, as directed by County, any: (i) completed deliverables; (ii) partially completed deliverables related to the terminated portion of the Agreement; and (iii) any plans, working papers, forms, documentation formats, etc. necessary for understanding of the deliverables of services. Upon direction of the County, the proposer shall also protect and preserve property in its possession in which the County has an interest. County shall pay Agreement prices for completed deliverables delivered and accepted. County may withhold from these amounts any sum it determines to be necessary to protect the County against loss because of outstanding liens or claims of former lien holders.

Remedies. The rights and remedies of the County in this clause are in addition to any other rights and remedies provided by law or under the Agreement. If, after termination, it is determined by a final ruling in accordance with the "disputes" clause that the proposer was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County.

Termination for Convenience. The Agreement may be terminated in whole or in part, by the County whenever it is determined that such termination is in the best interest of County, which termination shall be effective at 11:59 p.m. on the intended date of termination (the "Termination Date"), after the County shall have delivered to the proposer a notice specifying the extent to which provision of services under the Agreement or Implementation Services Agreement are terminated ("Notice of Termination for Convenience"), and the date upon which such termination shall become effective.

Obligations. After receipt of a Notice of Termination for Convenience, and except as directed by the County, the proposer shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause. The proposer shall: (i) Stop work as specified in the Notice of Termination for Convenience; and (ii) Place no further subcontracts for materials, Services, or facilities, except as necessary to complete any continuing portion of the Agreement; and (iii) Terminate all subcontracts to the

extent they relate to the work terminated; and (iv) Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts.

Remedies. In the event of all or any partial termination of the Agreement under this section, as its sole remedy, the proposer shall be entitled to the unpaid compensation for services actually rendered up to and including the applicable termination date, on a time and materials basis, at an hourly rate not to exceed the rate set forth in the Agreement, for each of the proposer's personnel that performed the unpaid services in connection with the deliverables that were delivered and the tasks that were performed under the SOW. The County shall retain and pay at contracted price for all deliverables in its possession at time of termination for convenience.

The County shall also return any sums held back as retainage from the compensation previously paid to the contractor within thirty (30) days of the termination date. If within sixty (60) days following the Termination Date, the parties have not agreed upon the amount of Services rendered as of the Termination Date or the amount of such additional payments, then the issue shall be treated as a dispute under the Agreement.

NON-APPROPRIATION OF FUNDS

The complete installation of the Justice CCMS System is contingent on budgetary funding from the annual County budget. Funding may be allocated in phases over several fiscal years. In the event sufficient funds are not appropriated for the payments required to be made under the Agreement in future fiscal years then The County, at its sole discretion may terminate the Agreement at the end of the then current fiscal year, as the case may be, without penalty or additional expense of any kind whatsoever. If non-appropriation occurs, the County agrees to deliver written notice to proposer of such early termination at least 30 days prior to the end of the then current fiscal year.

Notwithstanding anything in the Agreement to the contrary, this Non-appropriation provision shall survive termination of the Agreement.

ATTACHMENT 11: PINELLAS COUNTY INFORMATION SECURITY POLICY

See Attachment 11 – Pinellas County Information Security Policy, PDF document, on the Pinellas County Purchasing website at

http://www.pinellascounty.org/purchase/Current_Bids1.htm

ATTACHMENT 12: SECURITY BEST PRACTICES

See Attachment 12 – Security Best Practices, PDF document, on the Pinellas County Purchasing website at

http://www.pinellascounty.org/purchase/Current_Bids1.htm

ATTACHMENT 13: FLORIDA CMS REPORTING COMPLIANCE REQUIREMENTS

When Pinellas County makes reference to a CMS that is "Florida compliant," such compliance entails the following areas.

1. CMS RULES OF COURT

1A Supreme Court Administrative Order 3-16: This Order is dated April 8, 2003, Adoption of Functional Requirements, Technical Standards and Strategic Plan. The Order is intended to bring standardization and automation to trial court technology. To view the entirety of this Administrative Order, please refer to:

<http://www.floridasupremecourt.org/clerk/adminorders/2003/sc03-16.pdf>

1B Florida Trial Court Assessment Documents: These documents are referenced in Administrative Order 3-16. These resources include functional requirements, functional process diagrams, and integration and interoperability requirements. Please refer to:

<http://www.floridasupremecourt.org/clerk/adminorders/2003/forms/index.shtml>

1C Other References: These additional materials are used by Florida State Courts Technology. These files include Administrative Orders pertaining to technology committees, the Order pertaining to functional requirements and strategic planning, electronic court filing system approvals, and relevant Florida Statutes and Rules of Procedure. For the resources in their entirety, please refer to:

http://www.flcourts.org/gen_public/technology/reference.shtml

2. REPORTING REQUIREMENTS

2A Offender Based Tracking System (OBTS): The OBTS is an integrated, information systems plan, developed with all the state criminal justice agencies to respond to the growing demand for criminal justice data on criminal offenders. It entails reporting to the Florida Department of Law Enforcement (FDLE).

The OBTS Data Dictionary can be referenced at:

<http://www.flcjin.net/Standards/documents/07-01-97.doc>

For more information on OBTS, please contact:

Florida Statistical Analysis Center (FSAC)

Florida Dept. of Law Enforcement

P.O. Box 1489

Tallahassee, FL 32302-1489

(850) 410-7140

FSAC@fdle.state.fl.us

Alternatively, contact:

Florida Statistical Analysis Center

Attn: Sue Burton

Crime Information Bureau

Florida Department of Law Enforcement

(850) 410-7144

Website: <http://www.fdle.state.fl.us/FSAC/>

ATTACHMENT 13: (CONTINUED)

2B Summary Reporting System (SRS): The SRS reports to the Florida Supreme Court via the Office of the State Courts Administrator (OSCA). Pursuant to Section 25.075, Florida Statutes, the Supreme Court developed a uniform case reporting system. The Summary Reporting System (SRS), as it is commonly known, provides the Office of the State Courts Administrator with data which assists the Supreme Court in its management and oversight role. While the SRS is used as a workload measure for judges, it is not intended to measure the efficiency of the judiciary, state attorneys or public defenders.

The SRS manual and additional information can be found at:

http://www.flcourts.org/gen_public/pubs/srsmanual.shtml

Vendors can contact the Office of the State Courts Administrator at:

State Courts Administrator

500 South Duval Street

Tallahassee, FL 32399-1900

(850) 922-5081

osca@flcourts.org

2C The Traffic Citation Accounting Transmittal System (TCATS): TCATS reports to the Florida Department of Highway Safety and Motor Vehicles (DHSMV).

Please refer to the Uniform Traffic Citation Procedures Manual for additional information. It is found at the following link:

<http://www.flhsmv.gov/ddl/utc/>

Please review the following memorandum, detailing the FACC TCATS grant:

http://www.flhsmv.gov/courts/reports/TCATS_UTCGrantreview1.pdf