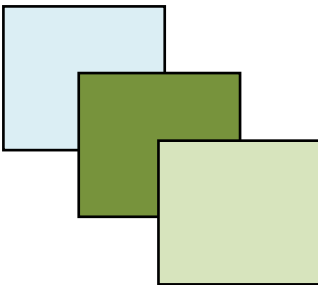




Manatee County Sheriff's Office

Invitation to Negotiate



ITN-2015-15-002-RJMS
AUTHORIZED FOR RELEASE: August 4, 2015





INVITATION TO NEGOTIATE

ITN-2015-15-002-RJMS

FOR IMPLEMENTATION, DELIVERY AND SUPPORT OF AN INTEGRATED RECORDS MANAGEMENT AND JAIL MANAGEMENT SYSTEM FOR THE MANATEE COUNTY SHERIFF'S OFFICE

The Manatee County Sheriff's Office (MCSO) requires the implementation of a complete new Integrated Records Management, Jail Management and Mobile Field Reporting ("RJMS") system to support criminal justice information management and operations needs in Manatee County. We anticipate awarding a contract under ITN-2015-15-002-RJMS for implementation and delivery of a complete turnkey RJMS along with associated implementation and support services.

This Solicitation is limited to contractor organizations who have been PRE-QUALIFIED as established prime manufacturers or suppliers of Criminal Justice Information Systems (CJIS) that meet MCSO's established minimum quantitative equivalency requirements and who have implemented "MCSO-equivalent" integrated Records and Jail Management Systems (RJMS) that are in current productive use in U.S. law enforcement installations.

This will be a competitively negotiated procurement. MCSO reserves the right to award a contract to the Proposer submitting the proposal determined to be most advantageous and in the best interest the Manatee County Sheriff's Office, price and other factors considered. The initial contract period will cover the system design, delivery and implementation, followed by a 2-year warranty period, followed by an optional annual maintenance period or multi-year extended warranty period.

THE CLOSING DATE FOR THIS SOLICITATION IS September 10, 2015.

PROPOSALS WILL BE RECEIVED UNTIL 12:00 PM EASTERN DAYLIGHT TIME ON THE CLOSING DATE at the MANATEE COUNTY SHERIFF'S OFFICE OPERATIONS CENTER, 600 301 Boulevard West Suite 202, Bradenton, FL 34205. Detailed proposal preparation and submission instructions are provided in the accompanying Invitation for Negotiation (ITN) document.

This Solicitation Package includes the following:

- Invitation to Negotiate ITN-2015-15-002-RJMS, which includes:
 - The procurement calendar of events and deadlines
 - Rules and provisions governing the solicitation and source selection process
 - Detailed instructions for preparing and submitting proposals
 - A standard Pro Forma Contract

- RJMS Requirements Specification (ITN Attachment 1) which includes:
 - A detailed specification of technical requirements for the RJMS system, including technical, functional, performance and system administration requirements.
 - A detailed specification of requirements for implementation and support services associated with the implementation of the new RJMS and Mobile Field Reporting capabilities, including Program Management; System Design, Delivery, Implementation; Conversion and Loading, of existing records and data, User Training, and Maintenance and Operations Support services.

Copies of the solicitation package documents and any addenda will be posted on the MCSO's website www.manateesherriff.com, in the Active Bid List on the Purchasing page. The master copies offered for electronic download shall be considered the original.

Pre-Qualified Proposers may make inquiries concerning this solicitation to obtain clarification of requirements. Questions and requests for clarification related to requirements, content or interpretation of this ITN shall be submitted as a Microsoft Word document attachment to an email to Deborah Merrill, MCSO's Bid Coordinator (Deborah.Merrill@manateesherriff.com). MCSO will accept and respond to questions and clarification requests received prior to **8:00 am EDT on 08/17/2015**. Proposers are encouraged to submit questions or requests for clarification as soon as possible to allow sufficient time to develop a response and post Addenda to the ITN. The MCSO Bid Coordinator will ensure that Pre-Qualified Proposers receive timely notifications via e-mail of all announcements, answers to questions, formal ITN addenda, and other information related to this solicitation.

For background information on MCSO, prospective Proposers and other interested parties should consult www.manateesherriff.com. If you have any questions or comments regarding this solicitation, please contact Deborah Merrill, MCSO Bid Coordinator, via email at Deborah.Merrill@manateesherriff.com.

ITN Release Date: August 4, 2015

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SECTION 1: OBJECTIVE

The objective of this procurement to replace three existing MCSO criminal justice information systems with a new integrated Records and Jail Management System (RJMS). The three systems that will be replaced are:

- *MCSO Criminal History Records Management System (RMS)*
- *MCSO Jail and Inmate Management system*
- *MCSO Mobile Data Access and Reporting applications.*

A secondary objective is to establish the foundation for a regional RJMS with the capability to extend RJMS services to law enforcement agencies in the county on an optional basis, including:

- *Bradenton Police Department*
- *Holmes Beach Police Department*
- *Palmetto Police Department*

The Scope of the RJMS Contract will include:

1. Acquisition and provision of the Commercial-Off-The-Shelf (COTS) computer hardware components and software applications required to provide complete automated functional and operational capabilities defined in the RJMS Requirements Specification;
2. Provision of comprehensive professional services to manage and accomplish all aspects of timely RJMS system implementation, including design, implementation, integration, delivery, installation, testing and transition of the RJMS system to production operations.
3. Provision of associated professional support services including:
 - Analysis, conversion, loading and assessment of existing records and data to be managed by the new system.
 - Development of comprehensive RJMS user and support documentation and the planning, coordination, preparation and delivery of RJMS User Training.
 - Planning, coordination, preparation and delivery of an RJMS maintenance and operations support capability and comprehensive on-going operations and maintenance support services for the RJMS through the system warranty period.

SECTION 2: PROCUREMENT PROCESS

2.1 *ITN Solicitation*

The State of Florida includes the Invitation to Negotiate (ITN) as a method of competitive solicitation for goods and services. The ITN process allows for negotiation with two or more vendors

simultaneously, enabling MCSO to ensure the best value in pricing and services from vendors with a proven track record in providing a solution for Records and Jail Management and Mobile Field Reporting.

Proposals will be received in response to the ITN. Proposals will be evaluated by MCSO. Vendors will be asked to prepare a Best and Final Offer (BAFO) and will be invited to an interview with agency stakeholders. More detail/clarification may be required with regard to exact specifications, terms and conditions and/or pricing. MCSO's Evaluation Team will visit sites where the vendors' proposed solutions are in full implementation. MCSO may select more than one vendor for negotiations.

MCSO will select the vendor who offers the solution and pricing that best meets Agency needs. Intent to Award pending final contract negotiations will be posted.

2.2 Bid Coordinator

The following individual is the designated point of contact for all matters relating to this acquisition. All inquiries and proposal submissions must be submitted to:

Deborah Merrill, MCSO Bid Coordinator
E-Mail: Deborah.Merrill@manateesherriff.com
Telephone (941) 747-3011 Extension 2043
Manatee County Sheriff's Office Operations Center
600 301 Boulevard West, Suite 202
Bradenton, FL 34205-7953

2.3 Timeline

The key milestones and planned dates associated with preparation, submission, and evaluation of proposals and contract award are provided in the following Table:

Milestone	Milestone Date
▪ ITN Release	Aug 4, 2015
▪ Clarification Period / Questions Due	Aug 17, 2015
▪ Closing / Proposal Due Date	Sep 10, 2015
▪ Proposal Opening	Sep 10, 2015
▪ Notice of Intent to Award	TBD

2.4 Written Inquiries

Pre-Qualified Vendors may make inquiries concerning this solicitation to obtain clarification of requirements.

- All inquiries shall be in the form of Microsoft Word documents submitted as e-mail attachments. Send all inquiries to the MCSO Bid Coordinator identified in §2.2. Clearly identify your inquiries with "RJMS PROCUREMENT QUESTIONS" as the subject of the e-mail.

- All inquiries should be submitted as soon as possible to allow adequate time for a response and for incorporation of new or clarified information into the response preparation.
- No inquiries will be accepted after 8:00 am on the Clarification Period / Questions Due date shown in ITN §2.3.

Response to inquiries will be posted on the MCSO Procurement website in a timely manner.

2.5 General Terms and Provisions

2.5.1 PROPOSALS

Proposals must be contained in SEALED packaging addressed to:

Deborah Merrill
ATTN: SEALED PROPOSAL: ITN-2015-15-002-RJMS
Manatee County Sheriff's Office Operations Center
600 301 Boulevard West Suite 202
Bradenton, FL 34205.

Specific instructions for the content, organization and delivery of proposals are provided in §4 of this ITN.

2.5.2 EXCEPTIONS

All proposal submittals must clearly state with specific detail all deviations and exceptions to the requirements imposed upon the Proposer by the ITN **General Terms and Provisions** and the **Special Provisions**, and by the **RJMS Requirements Specifications**. Such deviations and exceptions must be stated and described in Section 4 of the Technical Proposal response. Proposers are hereby advised that MCSO will only consider proposals that meet the specifications and other requirements imposed upon them by this ITN package. In instances, where an exception is stated, said proposal may be subject to rejection in recognition of the fact that said proposal does not meet the exact requirements imposed upon the Proposer by the **General Terms and Provisions**, the **Special Provisions** and the **Technical Specifications**.

2.5.3 RESPONSIBILITY

The responsibility for getting the proposal to the Manatee County Sheriff's Office at or before the stated time and date will be solely and strictly the responsibility of the Proposer. The MCSO will in no way be responsible for delays caused by the United States Postal Service or a delay caused by any other occurrence, or any other method of delivery. The Proposer shall be responsible for reading very carefully and understanding completely the requirements in the specifications. Proposals will not be accepted after the time specified for receipt. Such proposals shall be returned to the Proposer unopened with the notation "THIS PROPOSAL WAS RECEIVED AFTER THE DEADLINE FOR RECEIPT OF PROPOSALS."

2.5.4 ON-LINE DOCUMENTS

The procurement documents and all updates will be published on the Manatee County Sheriff's Office website for the convenience of the pre-qualified vendors and to save tax dollars. This service is public record. MCSO is responsible only for documents as

published. Any modifications or alterations to the original document language may cause for rejection of a proposal.

2.5.5 NON-RESPONSIVE SUBMISSIONS

Any submission may be construed as a non-responsive Proposal and ineligible for consideration if it does not comply with the requirements of the Request for Proposal. Failure to comply with the technical specifications or submission instructions, and failure to acknowledge receipt of amendments are common causes for holding a Proposal non-responsive.

2.5.6 TIME FOR CONSIDERATION

Each Proposer warrants, by virtue of submitting a Proposal that the prices quoted in their proposal will be good for an evaluation period of (160) calendar days from the date of proposal opening unless otherwise stated. Vendor will not be allowed to withdraw or modify the proposal after the opening time and date.

2.5.7 PRICES

All proposals submitted must show the net proposal price after any and all discounts allowable have been deducted. **Proposal Pricing is to be F.O.B. Destination (DELIVERED).** State sales tax and federal excise taxes shall not be included as MCSO is tax-exempt. Tax exemption certificates will be issued to the selected Contractor upon request.

The Proposer's attention is directed to the fact that the tax laws of the State of Florida, including but not limited to Chapter 212, Florida Statutes, apply to this proposal as part of Proposer's material cost, when applicable.

2.5.8 PROPOSAL ERRORS

When errors are found in the extension of proposal prices, the unit price will govern. Proposals having erasures or corrections must be initialed in ink by the Vendor. Once a proposal is submitted, MCSO shall not accept any request by any Proposer to correct errors or omissions in the proposal.

2.5.9 CONDITION OF MATERIALS & PACKAGING

Unless otherwise indicated, it is understood and agreed that any item offered or shipped in response to this Proposal or in any contract resulting from this ITN shall be NEW and in FIRST CLASS CONDITION, that all containers shall be new and suitable for storage or shipment and that prices include standard commercial packaging for the items shipped.

2.5.10 CLAIMS

The Vendor will immediately replace missing or damaged items and will be responsible for making any and all claims against carriers.

2.5.11 WHEN TO MAKE DELIVERY

Deliveries made pursuant to any contract resulting from this ITN are to be made during regular working hours of MCSO Purchasing Department. It is the selected Contractor's responsibility to obtain this information.

2.5.12 INFORMATION AND DESCRIPTIVE LITERATURE

Proposers must furnish all information requested in the ITN. If specified, each Proposer must submit cuts, sketches, descriptive literature and/or complete specifications covering the products offered.

2.5.13 PROPOSAL SUBMITTAL COSTS

Costs associated with submitting a proposal in response to this ITN are the sole responsibility of the Proposer. MCSO is not obligated or in any way liable for costs incurred by the Proposer in preparation and submission of a response to this ITN, attending pre-award negotiations or providing presentations and demonstrations as may be requested in association with the proposal evaluation and Vendor selection process. MCSO will not be responsible for any costs incurred by any Proposer even if the procurement is canceled or if the ITN is retracted and re-issued.

2.5.14 RESERVED RIGHTS

- a. MCSO reserves the right to reject any or all proposals for cause, to waive irregularities, if any, in any proposal, and to accept the proposal or proposals which in the judgment of the agencies is in the best interest of Manatee County.
- b. MCSO reserves the right to make such investigation as it deems necessary to determine the ability of any Proposer to perform the work or service requested. Such information may include, but shall not be limited to: current financial statements prepared by an independent CPA; verification of availability of equipment and personnel; and past performance records.
- c. MCSO reserves the right to accept other than the lowest offer at its sole discretion and to award the contract to a responsible Proposer submitting a responsive proposal with a resulting negotiated agreement which is most advantageous and in the best interests of the Sheriff's Office. MCSO shall be the sole judge of the proposal and the resulting negotiated agreement.
- d. This ITN does not commit MCSO to award, nor does it commit MCSO to pay any cost incurred in the submission of the Proposal, or in making necessary studies or designs for the preparation thereof, nor procure or contract for services or supplies. Further, no reimbursable cost may be incurred in anticipation of a contract award.
- e. MCSO reserves the right to terminate this ITN at any time prior to contract execution.
- f. No prior, current, or post award verbal conversation or agreement(s) with any officer, agent, or employee of MCSO shall affect or modify any terms or obligations of this ITN, or any contract resulting from this procurement.

2.5.15 COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA)

Proposer certifies that all material, equipment, etc., contained in his proposal or made pursuant to any contract resulting from this ITN meets all OSHA requirements.

2.5.16 CODE OF ETHICS

With respect to this Invitation to Negotiate, if any Proposer violates or is a party to a violation of the Code of Ethics of Manatee County or Manatee County Sheriff's Office per Manatee County's Purchasing Ordinance 2-126, Article V., Ethics in Public Contracting, and/or the State of Florida per Florida Statutes, Chapter 112, Part III, Code

of Ethics for Public Officers and Employees, such Proposer may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from submitting any future proposals for work or for goods or services for the Manatee County Sheriff's Office. A copy of Purchasing Ordinance 2-26 is available for review on Manatee County's website. A hard copy can be provided on request.

2.5.17 PUBLIC ENTITY CRIMES

Pursuant to Florida Statute 287.132 and 287.133, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO (currently \$35,000) for a period of 36 months following the date of being placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to Section 287.133 (3)(f), Florida Statute. Vendors who submit a proposal in response to this request certify that Florida Statute 287.132 and 287.133 does not restrict that submission.

2.5.18 DRUG FREE WORK PLACE

The Manatee County Sheriff's Office has a policy maintaining a drug free work place. Vendors who do want to do business with MCSO are asked to describe their firm's policy or program as it relates to maintaining a drug free workplace. A Drug Free Work Place Certification form is included with ITN package for this purpose.

2.5.19 DISCLOSURE

It is understood and agreed upon by the Proposer in submitting a Proposal that MCSO has the right to withhold all information regarding this procurement **until 30 days after proposals are received**, including but not limited to: the number of proposals received; competitive technical information; competitive price information; and MCSO evaluation concerns about competing Proposals. Information releasable after award is subject to the disclosure requirements of the Florida statutes.

Proposers are enjoined from discussing or disclosing the content of any proposal with competing Proposers during the evaluation and negotiation process.

2.5.20 VENDOR DISCLOSURE

In accordance with Florida Statute 119.071, vendors who contract with government entities to provide services are responsible to, but not limited to, the following:

- a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency to perform the service;
- b) Provide the public with access to such public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the amount provided in Chapter 11, F.S., or as otherwise provided by law;

- c) Ensure that the public records that are exempt, or confidential and exempt, from public record requirements are not disclosed except as authorized by law;
- d) Meet public record retention requirements;
- e) Transfer to the public agency, at no cost, all public records in contractor's possession upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the agency.

2.6 Special Provisions

2.6.1 CHANGES OR MODIFICATIONS TO SPECIFICATIONS OR OTHER CONDITIONS

All changes required due to discrepancies, errors, omissions, or ambiguities in the specifications or conditions herein shall be included in the form of a written addendum issued by the Bid Coordinator. Any oral statement or representation by any other representative of the Sheriff's Office, changing or supplementing the Request for Proposal or any condition thereof is unauthorized.

2.6.2 DISPUTES

Any Proposer who decides to protest the Sheriff's decision or intended decision regarding award for solicitation shall file, in writing, with the Sheriff's Office a notice of protest. The notice of protest shall be filed within seventy-two hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions and specifications contained in a solicitation, including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within seventy-two hours after the posting of the solicitation. A formal written protest shall be filed within ten days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays and holidays so designated by the State of Florida shall be excluded in the computation of the allotted 72-hour time period.

Upon receipt of a formal written protest that has been filed in the allotted time frame, the ITN evaluation committee will have 7 days to consider the protest as written and resolve the protest by mutual agreement between the two parties. If the protest is unresolved by mutual agreement, the solicitation evaluation committee shall forward its findings to the Comptroller. The Comptroller shall review the findings in consultation with the Project Manager and make a recommendation of resolution to the Sheriff. The decision of the Sheriff will be communicated to the protestor in writing. The decision of the Sheriff shall be final.

During such time as a protest is ongoing, the agency shall halt the solicitation or contract award process until the protest is resolved by final agency action unless continuance of the solicitation or award process is necessary to avoid an immediate and serious danger to the health, safety or welfare of the public. In such case the agency will set forth, in

writing, the particular facts and circumstances which require the continuance of the solicitation or contract award process without delay.

2.6.3 NEGOTIATIONS

Each response to this ITN will be evaluated based on the overall competence conveyed via the proposal. The Proposer(s) whose ability and proposal is determined to potentially be the most advantageous to the Sheriff's Office shall be recommended to the Sheriff for authorization to negotiate an agreement for the requirements of the ITN. Pricing may be a criterion; however the Sheriff's Office is under no obligation to select the proposal that demonstrates the lowest pricing when taking into account all evaluation criteria.

2.6.4 AWARD

Although the Sheriff's Office reserves the right to negotiate with any vendor(s) to arrive at a final decision and/or to request additional information or clarification on any matter included in the proposal, it also reserves the right to select the most responsive vendor(s) without further discussion, negotiation, or prior notice. The Sheriff's Office may presume that any proposal is a best and final offer. Award of an agreement is subject to the successful negotiation and final approval by the Sheriff to authorize execution of the agreement.

2.6.5 CONTRACT PERIOD

The initial contract period will cover the system design, delivery and implementation, followed by a 2-year warranty period, followed by an optional annual maintenance period or multi-year extended warranty period.

2.6.6 DEFAULT

The contract may be canceled or annulled by the MCSO in whole or in part by written notice of default to the Contractor upon non-performance or violation of contract terms. An award may be made to the next best responsive, experienced and qualified Proposer, or services specified may be purchased on the open market similar to those so terminated. Failure of the contractor to deliver services within the time stipulated in these specifications, unless extended in writing by the MCSO, shall constitute contract default.

2.6.7 NEXT BEST PROPOSER

In the event of a default by the awarded vendor, MCSO reserves the right to negotiate and award a contract to the next best Proposer.

2.6.8 CONTRACT DOCUMENT

The contract between MCSO and the selected Contractor shall consist of: (1) the Invitation to Negotiate and the RJMS Requirements Specification as incorporated into the ITN as an attachment, and any amendments, and (2) the Contractor's proposal submitted in response to the request for proposal. Upon award a written contract will be executed with the final Statement of Work and ITN conditions. MCSO reserves the right to clarify any contractual relationship in writing with the concurrence of the contractor, and such written clarification shall govern in case of conflict with the applicable requirements

stated in the request for proposal or the contractor's responsive proposal. In all other matters not affected by the written clarification, if any, the request for proposal and all amendments thereto shall govern. The Proposer is cautioned that his proposal shall be subject to acceptance without further clarification.

2.6.9 CONTRACTOR EMPLOYEE CLEARANCES

All Contractor employees who may enter MCSO facilities shall agree with and cooperate with background investigations to be conducted by MCSO. All Contractor employees shall comply with MCSO policies and procedures.

2.6.10 LICENSES, PERMITS, INSPECTION FEES, REGULATIONS AND ORDINANCES

The awarded vendor will pay for all licenses, permits, taxes and inspection fees required for the duration of this contract. The Contractor shall comply with all local, state and federal codes, laws, orders, ordinances, regulations, directives and any other requirements applicable to the work specified at no additional cost to MCSO.

2.6.11 HOLD HARMLESS CLAUSE

Proposals shall provide for the awarded Contractor holding harmless the Manatee County Sheriff's Office and its representatives from all suits, actions or claims of any kind brought on account of any injuries or damages sustained by any person or property in consequence of any neglect in safeguarding contract, work, or on account of any act or omission by the Contractor or its employees, or from any claims of amount arising or uncovered under any law, bylaw, ordinance, regulations or decree.

2.6.12 PROPERTY DAMAGE

All property shall be protected against damage by the Contractor, Contractors employees of subcontractors, which may occur by reason of his or their operation in the performance of the contract. The Contractor and any subcontractors shall replace or pay replacement costs for any property damaged by their operations. MCSO property shall be returned to the condition that existed before the damage occurred, and be repaired to the satisfaction of the Sheriff. Any equipment removed from the premises belonging to a previous contractor shall be cared for in a manner to safeguard the equipment.

SECTION 3: PROPOSAL PREPARATION AND SUBMISSION

The closing date for this solicitation is shown in ITN §3.3.

PROPOSALS WILL BE RECEIVED UNTIL 12:00 PM EASTERN TIME ON THE CLOSING DATE at the MANATEE COUNTY SHERIFF'S OFFICE OPERATIONS CENTER, 600 Highway 301 Boulevard West, Suite 202, Bradenton, FL 34205.

E-mail and/or faxed submission of proposals will not be accepted. All *deliveries* of written submissions by Proposers shall be addressed to the MCSO Bid Coordinator identified in ITN §3.2.

3.1 Proposal Contents and Organization

Proposals shall include all information solicited by this ITN, plus any additional data, prints, or literature that the Proposer deems pertinent to the understanding and evaluation of the Proposal. Proposals information shall be organized in three (3) separate documents: 1) a Management Volume, 2) a Technical Volume, and 3) a Contract and Price Volume. The requirements for content and organization of each of the proposal volumes are provided in Sections 3.3-3.5, which follow.

3.2 Proposal Packaging for Delivery

The proposal volumes shall be packaged, labeled and delivered in accordance with the following organization and packing instructions.

The completed proposals shall be delivered in sealed, labeled packages. The content requirements for each of the three delivery packages are as follows:

Package 1: Package 1 of the proposal shipment shall contain **one (1)** set of the Original Proposal Documents together in a separately sealed package. The Original Proposal Documents Set shall include:

- A copy of the *Management Volume*, stamped or labeled “Original Copy” containing a signed original Transmittal Letter, bound in a 3-ring binder.
- A copy of the *Technical Volume* stamped or labeled “Original Copy,” bound in a three-ring binder.
- A copy of the *Contract and Price Volume*, stamped or labeled “Original Copy,” bound in a three-ring binder containing original, and including original signed copies of the MCSO “Request to Add a New Vendor” form, MCSO “Drug Free Workplace Certification” form and MCSO “Public Contracting and Environmental Crimes Certification” form (see ITN §6).
- One copy of a CD-ROM or DVD containing a complete electronic version of each of the proposal volume documents and all supporting documentation, in both the original form (MS Word or MS Excel) and the final form (Adobe PDF).

Package 2: Management & Technical Proposal Volumes

- Twelve (12) copies of the *Management Volume*. Each copy of the *Management Volume* shall be individually bound using GBC binding (preferred) or a 3-ring binder.
- Twelve (12) copies of the Technical Proposal Volume. Each copy of the *Technical Proposal* shall be individually bound using GBC binding (preferred) or a 3-ring binder.

Package 3: Contract & Price Proposal Volume

- Four (4) copies of the Contract & Price Proposal Volume. Each copy of the *Contract & Price Proposal* shall be individually bound using GBC binding (preferred) or a 3-ring binder.

Each of these three document sets must be sealed in *separate* packages, but the separate packages may be shipped in a single shipping box or up to three (3) separate shipping boxes as

desired by the Proposer. The shipping box(es) and each sealed package must be clearly labeled, with the following content designation on outside cover:

PROPOSAL DOCUMENT

**RJMS SYSTEM PROPOSAL
Proposal Package # (1, 2, or 3)
ITN-2015-15-002-RJMS
[NAME OF PROPOSER]**

All proposals must be received by 12:00 PM Eastern Daylight Time on the September 10, 2015. Proposals that are not received by the Closing Date and Time shall be returned unopened.

To prevent inadvertent opening, the proposal must be marked as a PROPOSAL DOCUMENT (including the ITN number) on the outside of the package.

The requirements for content and organization of the proposal volumes are provided in the following paragraphs.

3.3 Management Volume

The Management Volume of the proposal response shall be a bound, labeled volume, separate from the Technical Volume and the Contract & Price Volume, and shall have the ITN #, Volume Title, Proposer Name, and the inventory number of the copy (e.g., Copy 1 of 6) included on the cover. The Management Volume must present company experience and qualifications and address the project management and implementation services requirements delineated in Section 4 of the RJMS Requirements Specification. The content and organization of the Management Volume shall be as follows:

1) Completed Proposal Signature Form

2) Acknowledgement Form

The Acknowledgement Form

3) Management Volume Section 1: Executive Summary

The Executive Summary shall provide an overview of the Proposer's qualifications and the proposed approach to satisfying the requirements of this RJMS solicitation, including the technical solution, implementation plan and management plan. The Executive Summary shall be limited to a maximum of 10 pages and must not contain any system cost or pricing information.

4) Management Volume Section 2: Organizational Overview and Qualifications

In this section of the proposal, each Proposer shall provide an overview of their organization, along with descriptions and supporting evidence of their corporate qualifications with respect to the qualification criteria specified in Pre-qualification Questionnaire. In addition, specifically applicable background and experience information must also be provided for each proposed subcontractor (if any) to demonstrate the subcontractor's qualifications to perform a specifically designated portion of the project.

5) Management Volume Section 3: Master Project Schedule

In this Section, Proposers shall include their proposed Master Project Schedule. The Master Project Schedule must be a complete detailed Gantt chart prepared using Microsoft Project showing the project phases (including requirements analysis and design, system implementation and integration, delivery and testing), the associated project tasks, services planning and review activities, deliverables, milestones and dependencies, with a resolution of project-weeks.

6) Management Volume Section 4: Implementation Requirements Response

In this Section, Proposers shall provide a detailed response to each of the Implementation requirements in Section (Tab) 4 of the RJMS Requirements Specification, organized as:

- MV Section 4.1: Implementation Project Management requirements I-1 through I-32.
- MV Section 4.2: Records and Data Conversion requirements I-33 through I-39.
- MV Section 4.3: System Delivery, Installation and Integration requirements I-40 through I-45.
- MV Section 4.4: System Acceptance Testing requirements I-46 through I-51.
- MV Section 4.5: Training requirements I-52 through I-61.
- MV Section 4.6: Maintenance and Operations requirements I-62 through I-64.

Proposers shall provide the following for each numbered requirement:

- Insert the requirement number and the text of the requirement from the RJMS Requirements Specification;
- Provide a direct response to each requirement describing the Proposer's plan or approach for satisfying the requirement.
- Include, as applicable, qualifications and experience that support the proposed approach or demonstrate the required capabilities.

3.4 Technical Volume

The Technical Volume of the proposal shall be a bound, labeled volume, separate from the Management Volume and Contract & Price Volume, and shall have the ITN #, Volume Title, Proposer Name, and the inventory number of the copy (e.g., Copy 1 of 6) printed on the cover. The Technical Volume must address all technical requirements delineated in the RJMS Requirements Specification, and shall be submitted in the format and sequence described below.

1) Technical Volume (TV) Section 1: System Design

Proposers shall include in this Section a description of their proposed system design, including information that indicates an understanding of the project objectives and a description of how the system design supports the objectives and requirements as

presented in this ITN. The following information shall be provided in this section of the response in the order specified below:

- TV Section 1.1: System Architecture
 - An overview description and illustration of the system architecture and primary components and configuration of the proposed RJMS solution.
 - The system’s internal and external direct and web services interfaces,
 - The proposed redundancies and fault tolerance capabilities,
 - A summary of system performance capabilities and total system storage capacities.
 - Expansion capacity and capabilities provided in the proposed system design.
- TV Section 1.2: RJMS Hardware Components
 - A detailed identification and description of the primary system hardware components, including servers, workstations, fixed and portable user access terminals, mass storage systems, backup components and peripherals.
 - A description of high-availability components and configurations, virtual processing configurations, and other proposed performance enhancement capabilities.
 - Identification and description of the system’s communications components, including web services components, mobile data network interfaces and internal/external network appliances, including switches, routers, firewalls, load balancers, and other proposed standard and special-purpose equipment.
 - A complete hardware Bill of Materials (in Microsoft Excel) with detailed component quantities and descriptions.
- TV Section 1.3: RJMS Software Components with complete detailed identification and description of:
 - RJMS applications software, including proposer-developed and 3rd party applications software for Records and Data Management, Jail Operations Management, Investigative Case Management, Mobile Data Access and Reporting, System Administration, and Management Reporting.
 - COTS system operations and management software components, including, as applicable, RDBMS software; ETL software; data extraction and reporting software; server/workstation/terminal operating systems software; virtual environments management software, web services software, communications middleware, system configuration management, operational status monitoring and dashboard applications software.

- System security applications, as applicable, including user/group access management and access control, communications security, encryption, intrusion detection, anti-virus and malware protection, and system integrity auditing.
- Complete software Bill of Materials (in Microsoft Excel) with a description and license quantity for each software package included in the system.

2) Technical Volume Section 2: Requirements Compliance and Exceptions

In this section of the proposal, Proposers shall include a copy of a Requirements Compliance & Availability Matrix, as described below, followed by a detailed listing and description of exceptions to the RJMS ITN contract terms/conditions or technical requirements. Proposers are cautioned that inaccurate information supplied in this matrix will receive a negative evaluation and may result in elimination of the proposal from further consideration.

A. Requirements Compliance & Availability Matrix

- Proposers shall make a copy of the three technical requirements workbooks (Tab 1 – RMS Rqts, Tab 2 – JMS Rqts and Tab 3 – Technical Rqts) from the RJMS Requirements Specification excel spreadsheet document and shall add Compliance and Availability columns as illustrated below.
- A statement of compliance must be included for each numbered requirement in accordance with the Compliance response coding instructions below.
- A statement of availability of the capability proposed to satisfy each numbered requirement must be included, in accordance with the Availability response instructions below.

The structure of the Matrix shall be:

Requirements Compliance & Availability Matrix

Rqt #	Requirement Text	Mandatory / Desired	Compliance (F/C/N/A)	Availability	
				Status	Reference
				COTS	(Ref #)
				Developmental	n/a
				Alternative	(Ref #)

Definition of Terms and Codes used in the Requirements Compliance & Availability Matrix:

- a. Compliance** - the extent to which the Proposer’s approach or technical solution satisfies the specific requirement:

Matrix Entry	Meaning
F	Fully Compliant - The proposed solution is fully and unconditionally compliant with the specified requirement.
C	Conditionally Compliant – The proposed solution will satisfy the specified requirement under a specific set of conditions or operational constraints, but

	cannot be unconditionally warranted to satisfy the requirement.
N	Non-Compliant – The proposed solution does not support the requirement as specified.
A	Alternative – The Proposer’s products do not satisfy the stated requirements, but the proposal offers a functionally equivalent alternative.

b. **Availability** – an indication that the proposed solution is available as an existing COTS capability or is developmental.

Matrix Entry	Meaning
<i>COTS</i>	Production “Commercial-Off-The-Shelf” - The proposed solution is fully and unconditionally compliant with the specified requirement.
<i>Developmental</i>	The proposed capability is not in production, or does not provide full functionality and some development is required. The detailed response to the requirement in Section 5 must provide a detailed description of the development effort that is required.
<i>Alternative</i>	The proposed capability utilizes a low-risk COTS alternative that provides an equivalent capability. The table must include one or more of the Proposer’s installation references at which the alternative is in use.

B. Deviations and Exceptions

In this section, the Proposer must list and describe all deviations from and/or exceptions to specific RJMS ITN requirements with which the proposed system solution does not fully comply, including:

- Any deviations and exceptions to the requirements imposed upon the Proposer by the ITN General Terms and Provisions and the Special Provisions must be specifically identified and discussed.
- Any requirement for which a COTS solution is not available and a developmental capability is proposed shall be included in the Deviations List with a description of the effort and time required to develop, test and validate the solution.
- Any material, sketches, descriptive literature, or Proposer's or manufacturer's specifications which accompany the proposal and which contain information that can be construed to be or are intended to be a deviation from the MCSO specifications, such deviations must be specifically referenced and clearly identified in the response.
- Any requirement for which an alternative solution is proposed must be identified and the impacts to the related system functionality must be fully discussed.
- Any requirement for which the Proposer does not offer a solution must be identified and the impacts to the related system functionality must be fully discussed.

CAUTION: Any such deviations or exceptions may be individually or collectively determined to be unacceptable, resulting in the proposal being eliminated from further consideration.

3) Technical Volume Section 3: Response to RJMS Requirements Specification

In this section of the proposal, Proposer's shall provide a direct response to the detailed requirements of the three RJMS Requirements Specification Sections (Tab 1 – RMS Rqts; Tab 2 – JMS Rqts; Tab 3 – Technical Rqts). Proposers shall provide the following for each numbered requirement:

- Insert the requirement number and exact text of the requirement from the RJMS Requirements Specification;
- Provide a statement that the Proposer fully understands the requirement and will provide a fully compliant capability.
 - i. *If a particular capability is not included in the Proposer's COTS solution, the response should state that a compliant COTS capability is not available and, if applicable, describe proposed options for satisfying the requirement.*
 - ii. *If a lesser or alternative capability is proposed, the response must provide a detailed description of the proposed capabilities, the functions that cannot be supported and, if applicable, any benefits of the alternative approach.*
- Provide a direct, specific description of the proposed capability, plan or approach describing how it will satisfy all aspects of the requirement. If the proposed capability exceeds the specified requirements, or if the Proposer's solution provides extra value above the specified functional or performance capabilities, the response must clearly explain the additional capabilities or value.
- Include a specific reference to any other information (including product data sheets) provided in another section of the proposal that is of direct relevance and that the Proposer wishes to have considered in the evaluation of the response.

In structuring their response, Proposers must follow the exact sequence in which requirements are presented in the RJMS Requirements Specification. For every numbered requirement, the technical proposal must state the requirement number and exact text of the requirement, followed by the response.

4) Technical Volume Section 4: Product Literature Appendix

Standard product literature, data sheets and other pertinent technical information for standard products, hardware components and 3rd party software proposed for inclusion in the system shall be included in this appendix to the technical proposal. Failure to include appropriate product information for any proposed component may adversely impact the evaluation score for that component or capability.

3.5 Contract and Cost Proposal

The Contract and Cost Proposal shall be a bound, labeled volume, separate from the Management and Technical Volumes, and shall have the ITN #, Volume Title, Proposer Name, and the inventory number of the copy (e.g., Copy 1 of 6) included on the cover.

The Contract and Cost Proposal must address detailed contract and pricing information for the system, and must be submitted in the format and sequence described below.

1) Contract & Cost Volume Section 1: Transmittal Letter

The Transmittal Letter shall be in the form of a standard business letter and shall be signed by an individual authorized to legally bind the Proposer. The Transmittal Letter MUST:

- a) identify the submitting organization;
- b) identify the name and title of the person authorized by the organization to contractually obligate the organization;
- c) identify the name, title, telephone number and e-mail address of the person authorized to negotiate the contract on behalf of the organization;
- d) identify the names, titles and telephone numbers of persons to be contacted for clarification;
- e) be signed by the person authorized to contractually obligate the organization;
- f) acknowledge receipt of any and all amendments to this ITN.

2) Contract & Cost Volume Section 2: Mandatory Forms

- Document Acknowledgement Form (See ITN Section 5).
- Completed copies of the MCSO “*Request to Add a New Vendor*” form, MCSO “*Drug Free Workplace Certification*” form and MCSO “*Public Contracting and Environmental Crimes Certification*” form (see ITN §5) must be incorporated as Section 2 of the Contract and Cost Proposal.

All forms are available in fillable format manateesherriff.com on the Purchasing Page.

3) Contract & Cost Volume Section 3: Contract Terms and Conditions

The MCSO’s Standard Agreement terms and conditions are set forth in ITN §4.

Proposers must indicate either acceptance or rejection of the proposed Standard Agreement and insurance requirements, including insurance terms. Proposers shall include a statement of compliance with the contract terms and conditions of the MCSO Standard Agreement. The statement of compliance must explicitly state either:

- (a) that the Proposer unconditionally and without exception, accepts and agrees to be bound by all of the provisions of the standard contract and the special terms and conditions; or
- (b) that the Proposer cannot unconditionally accept the terms and conditions of the standard contract and special terms and conditions.

- In the event that acceptance is conditional for a specific element of the standard contract terms and conditions, the Proposer must fully and clearly describe the conditions under which the terms and conditions are acceptable, and the conditions under which the Proposer will not accept the terms and conditions.
 - If you do not accept the terms of any contract provision as written, propose the specific language changes (deletions and insertions) that would make the provision acceptable to your organization. Submit a marked draft in electronic form indicating all proposed changes to the standard contract.
 - Statements that you find the agreement “generally acceptable,” or that you “reserve the right to negotiate particular provisions,” or that certain terms need “to be discussed” may be deemed non-responsive.
 - Failure to specifically reject a proposed contract provision will be deemed an acceptance of such provision.
- (c) If you intend to propose terms that are more favorable to the MCSO than the terms of the standard contract, clearly state the proposal in your response and submit a marked draft in electronic form indicating all proposed changes that would make the terms more favorable.

Proposers are advised that any exception or conditional acceptance that is determined to be material may be grounds for elimination in the selection process.

The MCSO may or may not elect to negotiate any exceptions taken as part its pre-selection or post-selection process. Should Proposer take exception(s) to the standard contract agreement, Proposer understands that the MCSO may, as part of its evaluation process and at its sole discretion, conclude that exceptions are so numerous and/or material as to make Proposer’s response to the solicitation unacceptable.

4) Contract & Cost Volume Section 4: Proposer’s Terms and Conditions

In this section of the Proposal, the Proposer shall include any additional terms and conditions that the Proposer requires to be incorporated in the Contract, including, for example, the Proposer’s proposed software license agreement.

Proposers are advised to use caution to ensure that their required additional terms and conditions are not in conflict with the MCSO’s specified terms and conditions, which could result in an unfavorable evaluation or elimination from the selection process. (Note that this caution especially applies to the “fine print” in a software license agreement.)

5) Contract & Cost Volume Section 5: Cost Proposal

Detailed pricing must be provided for all equipment, software and services. Proposers shall prepare and include in their proposals a summary price table and a set of detailed price tables, as follows.

A. Price Summary Table

The Price Summary shall provide a proposed price for each of the major system components and services, and the total cost for delivery of the complete turnkey RJMS system:

Please complete the Cost Proposal Form found on MCSO's website. Add additional lines as may be necessary to provide additional information related to your proposal.

B. Bill of Materials

Proposer shall provide an itemized Bill of Materials itemizing all equipment and software included in the system, and organized by subsystem, workstation or other major component assembly. For each item in the Bill of Materials, the Item Description, Quantity, Unit Cost and Total Cost must be provided.

Subsystem and component costs must roll up to the costs shown in the Cost Proposal Table.

C. System Implementation Cost

Proposer shall provide cost details for system implementation, including the non-recurring costs of configuring, interfacing, installing and testing the system components in each facility. Subsystem and component costs must roll up to the costs shown in the Cost Proposal Table.

D. Conversion Cost Detail

Proposer shall provide a detailed cost proposal for record conversion and loading, in accordance with §4 of the RJMS Requirements Specification. The cost detail matrices provided must identify the quantity, unit price and total price for each record type.

E. Training Cost Detail

Proposer shall provide the cost details for providing Training in accordance with §4 of the RJMS Requirements Specification. The cost detail matrices provided must identify the quantity, unit price and total price for each type of training.

F. Maintenance Cost Detail

Proposer shall provide the cost details for providing System Maintenance and Support in accordance with §4 of the RJMS Requirements Specification. The cost detail matrices provided must identify the unit and total maintenance costs for each item in the Bill of Materials. The detailed costs must roll up to the costs shown in the Price Summary Table.

Annual Renewable Maintenance shall be subject to a not-to-exceed annual rate increase cap. *Proposers must include the proposed maximum annual rate increase for Annual Renewable Maintenance.*

G. Component Pricing Validity Period

The MCSO requires the option to obtain additional quantities of system components, including central RJMS servers, matchers and storage components and standard workstations, workstation client software and mobile data client

software, at the proposed contract prices. Proposers shall provide a pricing validity period for their proposed workstation and mobile data client software. The price validity period for workstation applications software shall be not less than 5 years.

H. Priced Options

Technology Refresh Option: MCSO requires the option to have the Contractor provide a complete technology refreshment of system hardware and software, prior to or at the end of the fifth year of RJMS operations. The proposed price of the technology refreshment option shall be the maximum total cost of equipment upgrades and shall be valid through the 60th month of RJMS operations under a contract maintenance agreement. Any then-current cost reductions for equivalent hardware components shall be passed along to reduce the cost of the technology refreshment.

6) Contract & Cost Volume Section 6: Corporate Data

Proposers shall provide the following documents for the Proposer's Company and for each of the proposed subcontractors:

- A certified copy of the most recent audited financial statement;
- A document evidencing bonding or application for bonding, as applicable;
- Current tax documents evidencing legal status (i.e., for profit or nonprofit corporation, partnership) and federal tax identification number;
- Documents evidencing current insurance coverage meeting or exceeding the insurance requirements of the Standard Agreement, exhibit b.
- Documentation evidencing current registration to do business in the State of Florida.
- A list of any experiences in the past three years when your company, or a related company, partners, or officers of your corporation failed to complete a contract.
- A list of any lawsuits and judgments involving your company or related companies in the last seven years.
- A list of any patent and or licensing infringement claims.
- Copies and detailed explanations of any informal and formal complaints or proceedings involving the company with the FCC and all Public Service Commissions in the states where the company is conducting business.

SECTION 4: CONTRACT REQUIREMENTS

The Manatee Sheriff's Office ("MCSO") intends to negotiate and enter into a contract with a vendor for the design, implementation, and delivery of an integrated Records and Jail Management System ("RJMS"), along with related data conversion, training and operations/maintenance support services, in accordance with the RJMS System Requirements Specification,

4.1 Instructions

- 4.1.1 The following contractual terms are requested. If *Contractor* will comply with all terms, the only proposal response that is required is a statement to that effect.
- 4.1.2 Proposers may choose to propose modifications or exceptions to these terms or propose additional terms. *MCSO* may or may not elect to negotiate any exceptions taken, and Proposer understands that *MCSO* may, as part of its evaluation process, conclude that exceptions are so numerous and/or material as to make Proposer's proposal to the ITN solicitation unacceptable.
- 4.1.3 Any Agreement or Contract resulting from the acceptance of a Proposal will be on forms approved by *MCSO* and will contain, as a minimum, applicable provisions of the ITN, unless provisions are specifically waived by *MCSO* in the negotiation process.
- 4.1.4 The Written Agreement(s) between the successful *Contractor* and *MCSO* will include language to the effect that neither the Agreement(s), nor any portion thereof, nor any other facet of the relationship between the parties will create or be deemed to create a partnership, joint venture, joint enterprise, or any other agency relationship, or employer/employee leasing relationship, and further, will reflect *MCSO's* intent that the legal relationship with the selected RJMS provider will be that of an independent *Contractor*.
- 4.1.5 *MCSO* will attach to the implementation services contract the *Contractor's* responses to the detailed system requirements and other information provided in the proposal. For this reason, *Contractors* are expected to provide responses that are highly accurate.

4.2 Definitions

- 4.2.1 Contract: The contract between *MCSO* and the selected *Contractor* ("*Contractor*"), superseding any other verbal or written agreements, will consist of the following component documents, listed in order of precedence:
 - 4.2.1.1 This Solicitation and any amendments thereto;
 - 4.2.1.2 ITN Exhibit 1, the RJMS System Requirements Specification ("*RJMS SRS*") and any amendments thereto;
 - 4.2.1.3 The *Contractor's* proposal submitted in response to the ITN
 - 4.2.1.4 A document containing any additional terms negotiated before contract signing; and a signature page. *MCSO* reserves the right to clarify any contractual relationship in writing with the *Contractor*, and such written clarification will govern in case of conflict with the applicable requirements stated in the request

for proposal and the contractor's responsive proposal. In all other matters not affected by the written clarification, if any, the Invitation to Negotiate, its attached Exhibits, and all amendments thereto will govern.

The *Contractor* is cautioned that his proposal will be subject to acceptance without further clarification. To the extent that a provision of the contract is contrary to the Constitution or laws of Florida, or of the United States, the provision shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties.

- 4.2.2 "*MCSO*" in this contract means the Manatee County Sheriff's Office who is acting as a primary party to this agreement.
- 4.2.3 "*Proposer*" in this contract means a qualified respondent who submits a proposal in response to the ITN.
- 4.2.4 "*Contractor*" in this contract means the selected prime contractor whose name and principal address appear on the proposal and signature page.
- 4.2.5 "*System*" means the totality of the prescribed RJMS hardware configuration and software elements, including data storage subsystems, servers, workstations, terminals, devices, network appliances, equipment, application and operating software, and any other element save services acquired through this contract.
- 4.2.6 "*Services*" means the professional and technical work provided by the *Contractor* to effect the implementation of the *System*, and the provision of record conversion, training, documentation, and operations and maintenance support for the *System*.
- 4.2.7 "*Project*" means the organized tasks and activities that will be planned, managed and performed by the *Contractor* to effect the implementation and delivery of the *System* and the delivery of the related *Services*.
- 4.2.8 "*Integrated*" An integrated system is considered to be one where data are entered once and become available without re-keying in all application modules within all *System* components and within existing applications systems that are interfaced with the RJMS system at *MCSO*.

4.3 Contract Period

This contract is effective immediately upon signing by both *Contractor* and *MCSO*, and will terminate on the *Project* ending date, except as extended by amendment, warranty, maintenance contract, or unless terminated earlier. The preliminary project schedule included in Section 3 of the Proposal Management Volume will be updated and finalized by mutual agreement after Contract Award.

4.4 Amendments and Change Orders

The contract may be amended at any time by mutual consent of the parties. Any amendment or change order must be in writing and signed by authorized representatives of both *Contractor* and *MCSO*. Amendments may involve a contract extension or an expansion or contraction of scope, resulting in an increase or reduction in contract price. *Contractor* and the *MCSO* will specify in writing the name(s) of the person(s) authorized to sign contract amendments and change orders:

4.5 Errors and Omissions

The *Contractor* will not be allowed to take advantage of any errors and/or omissions in these specifications or in the *Contractor's* proposal. Full disclosure will be made and full instructions will always be given when such errors or omissions are discovered.

Should any *Proposer* find discrepancies in, or omissions from, the ITN documents or be in doubt of their meaning, the *Proposer* should request at once, in writing, an interpretation from the *MCSO Bid Coordinator*. Any necessary interpretations will be issued to all *Proposers* in the form of an addendum to the specifications, and such addenda will become part of the ITN documents.

4.6 Complete System

Notwithstanding the details presented in the ITN, Proposal, and Contract, it is the responsibility of the *Contractor* to verify the completeness of the materials lists and suitability of devices, hardware and software to meet the intent of the specifications. Any additional device, hardware or software required (even after installation or even if not specifically mentioned herein), which is reasonably needed to make the system work as intended, will be provided by the *Contractor* without claim for additional payment. It is therefore, incumbent upon *Proposers* to ensure the full *System* is detailed in their proposal.

4.7 Variations in Quantities and Configurations

MCSO reserves the right to modify quantity and configuration requirements at any time during the period in which the system implementation agreement and subsequent system maintenance and support agreement is in force. *Contractor* agrees to sell *MCSO* the revised quantity of items, during the term of the contract and subsequent maintenance and support agreement, at the lower of either the unit price stated in the RJMS Contract Agreement or any revised pricing offered to any agency in the State of Florida subsequent to the acceptance of the *Contractor's* original proposal.

4.8 Personnel

Contractor's personnel essential to the continuity and successful and timely completion of the *Project* will be available for the duration of the *Project* unless substitutions are approved in writing by *MCSO*. The *Contractor's* Project Manager and *MCSO* Project Managers will be responsible for communications between the parties regarding the subject matter of this Agreement.

MCSO will perform background checks and pre-screening of *Project* personnel to the extent *MCSO*, *MCSO* deem it necessary to protect their interests and duties owed to their employees, agents and the public at large. *MCSO* will summarily deny access to any individual who fails to pass the agency background check and will request the individual's replacement by the *Contractor*.

At their sole discretion, *MCSO* reserve the right to request the removal and replacement of any individual assigned by *Contractor* to the *Project*, and the *Contractor* will use its reasonable efforts to substitute such individual with a qualified replacement subject to *MCSO's* review and approval.

The *Contractor* will not reassign or replace its personnel without written forty-five (45) day notice to *MCSO*, except for extenuating circumstances. Should personnel replacement occur the *Contractor* will provide up to eighty (80) hours of non-chargeable time to *MCSO* to acquaint new personnel with the *Project*. The *Contractor* will provide sufficient personnel to complete its obligations.

The *Contractor* represents and warrants that its personnel will have sufficient skill, knowledge, and training to perform the Services. While on *MCSO* premises, *Contractor*'s personnel will comply with the agency's written site rules and regulations. *MCSO* may also ask the *Contractor* to remove an individual performing Services if, in *MCSO*'s opinion, the person does not have the ability to perform the task assigned or is not compatible with *MCSO* personnel. Any person removed from *MCSO* premises under this paragraph will be replaced by the *Contractor* as soon as practicable with an individual acceptable to *MCSO*.

4.9 Insurance

4.9.1 General

Insurance Requirements of *Contractor* for the *Project* must be continually maintained throughout the *Contractor*'s performance of the *Project* implementation and subsequent support activities. All limits of insurance will be underwritten by an insurer acceptable to the *MCSO*. *MCSO* will be listed as an additional insured party and the insurer will be required to give *MCSO* thirty (30) days advance written notice if the insurance policy will not be renewed. All required insurance policies will preclude any underwriter's rights of recovery or subrogation against *MCSO*, with the express intention of the parties being that the required insurance coverages protect all parties as the primary coverages for any and all losses covered by the described insurance within this section. *Contractor* will ensure that any company issuing insurance to cover the requirements contained in this Contract agrees that they will have no recourse against *MCSO* for payment or assessments in any form on any policy of insurance. The clauses 'Other Insurance Provisions' and 'Insured Duties in the Event of an Occurrence, Claim or Suit' as it appears in any policy of insurance in which *MCSO* is named as an additional insured will not apply to *MCSO*.

The *Contractor* will not commence performance of duties under this Contract until the *Contractor* has obtained all insurance coverages required under this paragraph and all certificates of insurance have been approved by the *MCSO*, nor will the *Contractor* allow any Subcontractor to commence performance of duties under any contract with the *MCSO* until all similar such insurance coverages and certificates of insurance required of the Subcontractor have been obtained and approved. Required insurance coverages to be maintained by the *Contractor* are as follows:

4.9.2 Professional Liability

Throughout the period covered by this Agreement, the *Contractor* will carry Professional Liability insurance and will maintain said insurance in amounts not less than those outlined below. Notwithstanding the deductible amount, the *Contractor* remains liable to *MCSO* for any damages in accordance with this Agreement or for a failure to exercise

reasonable care and skill. The *Contractor* will deliver the Certificate of Insurance within ten (10) days of the execution of this Agreement, demonstrating that the required coverage is bound by an Insurance Company of B+ or highest rating approved by the Insurance Commission to do business in the State of Florida.

Errors and Omissions	Coverage Required	Maximum Deductible per Claim
Up to \$500,000	\$500,000	\$25,000

4.9.3 Comprehensive General Liability

Throughout the period covered by this Agreement, the *Contractor* will carry Comprehensive General Liability insurance to cover liability, bodily injury and property damage including automobile. Exposures to be covered are: premises, operations, products/completed operations, and certain contracts. Coverages must be written on an occurrence basis, with the following limits of liability unless otherwise specified or determined applicable.

Bodily Injury:		Property Damage:
Each Occurrence	\$1,000,000	\$1,000,000
Annual Aggregate	\$1,000,000	\$1,000,000
Personal Injury Aggregate:		\$1,000,000

4.9.4 Workers' Compensation

Throughout the period covered by this Agreement, the *Contractor* shall obtain and maintain continuously required Workers' Compensation Insurance to cover the full liability for compensation for injury of *Contractor's* employees with an insurance carrier authorized to transact business in the State of Florida. *Contractor* hereby certifies that *Contractor* is aware of the provisions of Chapter 440 of the Florida Statutes which require every employer to insure against liability for workers', and *Contractor* shall comply with such provisions before commencing the performance of the work or services prescribed in this Agreement.

Workers' Compensation	Statutory
Employer's Liability	\$500,000 per Occurrence

The *Contractor* agrees to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

4.10 Indemnifications

4.10.1 The *Contractor* will indemnify and hold harmless *MCSO*, its officers, agents, and employees, from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of attorneys, and other professionals, and all Court or other dispute resolution costs), liabilities, expenditures, or causes of action of any kind (including those promised upon negligent, reckless, or willful or intentional acts or

omissions of the *Contractor* and any person or organization directly or indirectly employed by the *Contractor* to perform or furnish any work or anyone for whose acts any of them may be liable), arising from, relative to, or caused by the performance of the *Project*. Such indemnification will specifically include but not be limited to claims, damages, losses, liabilities and expenses arising out of or from: (a) any act, omission or default of the *Contractor* or its employees or agents, (including negligent, reckless, willful or intentional acts or omissions); (b) any and all bodily injuries, sickness, disease or death; (c) injury to or destruction of tangible property, including the loss of use resulting therefrom; (d) other such damages, liabilities, or losses received or sustained by any person or persons during or on account of any operations connected with the *Project*; (e) and the violation of any federal, state, or *MCSO* laws, by-laws, ordinances or regulations by the *Contractor* or employees.

4.10.2 In the event of any such claim or suit action for damages, falling within indemnities furnished in this 5.10, *MCSO* will supply written notice to *Contractor* of such claim. In the event the *Contractor* chooses not to pay the claim and the claim is adjudged as falling within the scope of this indemnity, then the *Contractor* will promptly reimburse *MCSO* for same, together with interest from the date *MCSO* may have otherwise paid the claim. *Contractor* agrees, at *Contractor*'s expense after receipt of written notice from *MCSO*, to defend any action against *MCSO* that falls within the scope of this indemnity, or *MCSO*, at their option, may elect to secure their own attorney to defend any such action and the reasonable cost and expenses of such attorney incurred in defending such action will be payable by *Contractor*. If *Contractor*, after receipt of written notice from *MCSO*, fails to make any payment due to *MCSO*, *Contractor* will pay any reasonable attorney's fees or costs incurred by *MCSO* in securing any such payment from the *Contractor*.

4.10.3 Nothing contained in this document is intended nor shall it be construed to waive *MCSO* rights and immunities under the common law or Florida Statutes 768.28 as amended from time to time. This obligation will not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist in favor of *MCSO*.

4.11 Security

Each Proposal will be accompanied by a proposal security made payable to *MCSO* pledging that the *Contractor* will enter into a contract with *MCSO* on the terms stated in *Contractor*'s Proposal and will furnish bonds as described within this section of these specifications covering the faithful performance of the Contract and the payment of all obligations arising as a result. Should the *Contractor* refuse to enter into such contract or fail to furnish such bonds, when required, the amount of the proposal security will be forfeited to *MCSO* as liquidated damages, not as a penalty.

The amount of the proposal security will be one percent (1%) of the maximum amount proposed. Security will be a certified check, cashier's check, treasurer's check, bank draft, or proposal bond issued by a surety company licensed to conduct business in the State of Florida. Bonds will be written on the surety company's standard form, and the Attorney-In-Fact who executes the bond on behalf of the surety company will affix to the bond a certified and current copy of his Power of Attorney, indicating the monetary limit of such power.

MCSO will have the right to retain the proposal security of *Contractor* to whom an award is being considered until: (a) the Contract has been executed and Performance and Payment bonds have been furnished covering the faithful performance of the Contract and the payment of all obligations arising thereunder, or (b) the specified time has elapsed so that Proposals may be withdrawn; or (c) all proposals have been rejected.

4.12 Performance and Payment Bond

4.12.1 System Implementation, Delivery and Acceptance

Contractor will furnish a Performance and Payment Bond in an amount equal to one hundred percent (100%) of the contract amount, and will furnish proof acceptable to *MCSO* within ten (10) days from the issuance of the notice of the award. The *Contractor* will furnish separate surety bonds as a security for faithful performance of the contract and for the payment of all persons performing labor on the *Project* under the contract and furnishing materials in connection with the contract. The sureties on such bonds will be authorized surety companies satisfactory to *MCSO*. Any expenses related to the bonds will be paid by the *Contractor*. To be acceptable to *MCSO* as a Surety for Performance and Payment Bonds, a surety company will comply with the following provisions:

- A.** The surety company must be located in Manatee County and licensed to transact surety business in Florida.
- B.** The surety company will have been in business and have a record of successful continuous operation for at least five years.
- C.** The surety company will have at least the following minimum:

<i>Policy Holder's Contract Amount</i>	<i>Best Rating</i>	<i>Financial Ratings</i>
0 to 100,000	B	Class VII
100,000 to 500,000	A	Class VIII
500,000 to 750,000	A	Class IX
750,000 to 1,000,000	A	Class X
1,000,000 to 2,250,000	A	Class XI
1,250,000 to 1,500,000	A	Class XII
2,000,000 to 2,500,000	A	Class XIII
2,500,000 or more	A	Class XIV

4.12.2 System Maintenance and Operations Support

Under any contract for Maintenance and Support Services after acceptance of the System, *Contractor* will furnish an annual renewable Performance and Payment Bond in an amount equal to one hundred percent (100%) of the annual cost of the Maintenance and Support Contract, and will furnish proof acceptable to *MCSO* within ten (10) days from the issuance of the notice of the award. The *Contractor* will furnish separate surety bonds as a security for faithful performance of the contract and for the

payment of all persons performing labor on the *Project* under the contract and furnishing materials in connection with the contract. The sureties on such bonds will be authorized surety companies satisfactory to *MCSO*. Any expenses related to the bonds will be paid by the *Contractor*.

4.13 New/Uniform Hardware

When hardware that is proposed is intended to be purchased by the *Contractor*, *MCSO* will accept only new equipment. Used and/or re-manufactured equipment will not be accepted. All workstations, for example, must utilize identical internal components.

MCSO reserves the right to purchase hardware independently from any source. Proposals must provide detailed specifications required to allow for the purchase of hardware by *MCSO* and must also provide for the optional purchase of hardware by or through the *Contractor*.

4.14 Documentation

Contractor will provide up-to-date industry standard system and user documentation with each component or module before user training and acceptance testing commences. *Contractor* will furnish to *MCSO*, prior to the final testing or the acceptance of the components, whichever is earlier, complete instruction and reference manuals for the as-delivered system. Such manuals must describe all system configurations implemented specifically to support *MCSO* operations, as well as the latest revisions to the Component and software and any changes that have occurred during the installation and testing. Documentation will be provided using both paper and electronic media. *Contractor* will grant *MCSO* the unlimited perpetual right to reproduce and distribute documentation to all users of the *System*.

4.15 Transportation and Installation

4.15.1 Initial Shipping

All shipments, rigging, and drayage will be made at the *Contractor's* expense, F.O.B. Destination. The *Contractor* will make all arrangements for transportation.

4.15.2 Equipment Return Replacement

The *Contractor* will bear the costs of transportation, rigging, and drayage whenever defective equipment is shipped for mechanical replacement purposes for equipment purchased by or through the *Contractor*, unless the replacement was necessitated by damage caused by *MCSO*. This applies until the warranty expiration or until system acceptance, whichever occurs first for equipment/hardware purchased by or through the *Contractor*.

4.15.3 Installation

The *Contractor* will furnish labor as may be necessary for packing, unpacking, and placement of furnished equipment pursuant to this contract when initially delivered to *MCSO*. Supervision of packing, unpacking, and placement of equipment will be furnished by the *Contractor* without additional charge to *MCSO*. All debris generated in

the performance of work during the installation will be removed by the *Contractor* at no additional cost to *MCSO*.

4.15.4 Risk of Loss or Damage to Equipment

MCSO will be relieved from all risks of loss or damage to the equipment purchased by or through the *Contractor* prior to final system acceptance, except when such loss or damage is due to the fault or negligence of *MCSO*.

4.16 Subcontractors

Contractor warrants that all subcontractors identified in their Proposal will participate in this *Project* as proposed, and that they will conform to the requirements of this Contract including insurance requirements in 4.9. *Contractor* will be responsible for carrying out its obligation and responsibilities pursuant to this Contract and all related agreements, and ensuring that the obligation and responsibilities of its subcontractors are also carried out in accordance with the requirements of this Contract. *Contractor* will be the only entity to receive payment for same from *MCSO*. Nothing contained in this Contract will create any obligation on the part of *MCSO* to pay, or to see to the payment of any moneys owed to any subcontractor, agent, employee, laborer, or material man of *Contractor*. All subcontractors must be approved by *MCSO*. No contract will be made by the *Contractor* with any party for furnishing any of the products or services herein contained without the prior written approval of the Purchasing Agent; but this provision will not require the approval of contracts of employment between the *Contractor* and personnel assigned for services or for parties named in the proposal and agreed to under any resulting agreement.

4.17 Non-Assignment of Contractor Successors

The *Contractor* will not assign or transfer the Contract or its rights, title or interest therein without *MCSO*'s prior written approval. The obligations undertaken by *Contractor* pursuant to the Contract will not be delegated or assigned to any other person or firm unless *MCSO* will first consent in writing to the assignment. No assignment, transfer, or delegation will relieve *Contractor* of its liability or obligations with respect to this contract. *MCSO* is relying upon the apparent qualifications and expertise of *Contractor*, and such *Contractor*'s familiarity with *MCSO*'s site, circumstances, and desires. In the event *MCSO* is not for any reason or no reason at all, satisfied with such substitute, *Contractor* will be considered in breach of this Contract. Violation of the terms of this Paragraph will constitute a breach of Contract by *Contractor* and *MCSO* may, at its discretion, cancel the Contract and all rights, title and interest of *Contractor* will thereupon cease and terminate. The rights and obligations of *Contractor* in connection with this *Project* will be binding upon its heirs, and successors, except that *MCSO* reserve the right to terminate this Contract if *Contractor*, in whole or significant part, is acquired by another entity during the term of this Contract.

4.18 Confidential Information

Confidential Information is defined as information which is confidential, proprietary, and/or trade secrets when presented in printed, written, graphic or photographic or other intangible form, and is exempt from public disclosure pursuant to Chapter 119.07 Florida Statutes and otherwise by law. If the information is deemed of public record by operation of law, it will not be

deemed Confidential Information for purposes of this Agreement. The *Contractor* is free to mark materials as confidential or proprietary, however Chapter 119.07 Florida Statutes will control with regard to whether any material so marked is deemed “Confidential Information” for purposes of protection or disclosure.

The *Contractor* along with *MCSO* will use reasonable care to protect the Confidential Information of the other. Reasonable care is defined as each party using the same methods that it uses to protect its own Confidential Information, subject to terms such as confidentiality as prescribed by the Contractor and applicable Florida law. Access to Confidential Information will be restricted to the *Contractor* personnel and authorized third parties engaged in a use permitted under this Agreement. The *Contractor* and *MCSO* may provide access to Confidential Information to authorized third parties which: (1) need to access the Confidential Information to provide Services to *MCSO* on behalf of *Contractor*; and (2) have also agreed in writing to the terms contained in this Agreement. The *Contractor* acknowledges that this Agreement and the terms and conditions hereof will become a matter of public record and are not subject to any confidentiality provision herein.

4.19 Applicable Regulations

The *Contractor* and all systems provided by *Contractor* will comply with all applicable federal, state and local building, fire, safety and electric codes and all relevant industry standards. *Contractor* and any of its employees, agents, subcontractors, laborers, or material providers, during its work, construction, and component installation will meet or exceed current standards of the following:

1. Federal Communication Commission (FCC);
2. Electronic Industries Association (EIA);
3. Institute of Electrical and Electronic Engineers, Inc. (IEEE);
4. The Environmental Protection Agency (EPA);
5. *Contractor* Work Hours and Safety Standards Act;
6. Equal Opportunity Act
7. American National Standards Institute (ANSI)
8. Federal Aviation Authority (FAA)
9. Occupational Safety and Health Administration (OSHA);
10. Building Officials and Code Administrators (BOCA).

The *Contractor* will not be reimbursed for any additional costs which the *Contractor* incurs as a result of laws enacted after the effective date of this Contract, nor be entitled to an extension of the Scheduled Date of Final Completion as a result of laws, except as set forth in this Section.

The *Contractor* will be reimbursed, in addition to the Contract Sum, for additional costs incurred by the *Contractor* in the performance of the Contract resulting from the following:

- i. Manatee County ordinances or laws passed by the Board of County Commissioners or by the State Legislature after the effective date of this Contract;

- ii. New federal laws, regulations or rules enacted after the effective date of the Contract, which require a significant engineering change in the system to comply with the new provisions.

In order to obtain reimbursement from *MCSO* under this Section, the *Contractor* will submit a claim to *MCSO* with documentation that *MCSO* may reasonably require for review and approval. A claim may also include a request for an equitable adjustment in the *Project* Schedule. Upon approval by *MCSO*, the claim will become a Change Order or a formal written amendment to the Contract. If not approved, the claim will be placed on the Disputed Work List.

4.20 Equal Opportunity Employer

The *Contractor* and all subcontractors agree that, during the term of this agreement, they will not engage in any employment practices which have the effect of discriminating against any employee or applicant for employment on the basis of race, color, religion, national origin, sex, age, or disability; further, *Contractor* will take affirmative steps to ensure that applicants are treated and employees are treated during employment without regard to their race, color, religion, national origin, sex, age or disability.

4.21 Purchase Order/Payment

A purchase order(s) will be generated by *MCSO* to the *Contractor*. The purchase order number must appear on all itemized invoices.

Invoices will be mailed directly to *MCSO Accounts Payable* and will show: (A.) name and address of *Contractor*, (B.) name and address of receiving department and/or delivery location, (C.) *MCSO* Purchase order number, and (D.) descriptive information as to the service and/or items delivered, including serial number, quantity, number of containers, etc. Payment will be made in accordance with Florida Statute 112, refer to section 7.20.

4.22 Payment Terms

Upon approval of an Invoice for payment by the *MCSO Project Manager*, *MCSO* shall pay to the *Contractor* based upon fixed contract prices associated with deliverable milestones, in accordance with the following Payment Schedule:

Contract Milestone		Compensation
1	<u>Project Plan and Delivery Schedule</u> Milestone Acceptance requires <i>MCSO</i> sign-off certifying acceptance of the delivered System Implementation Plan including a finalized Bill of Material.	[10% of the contract price]
2	<u>System Design</u> Milestone Acceptance requires <i>MCSO</i> sign-off certifying satisfactory completion of the Critical Design Review and acceptance of the completed System Design Document deliverable.	[20% of the contract price]

3	<u>Installation Verification and Operational Readiness Tests</u> Milestone Acceptance requires <i>MCSO</i> sign-off certifying satisfactory completion of: (1) Data conversion/migration, data loading and comprehensive records assessment; (2) System installation at <i>MCSO</i> , System integration into <i>MCSO</i> processing environments; and System configuration; and (3) System demonstration testing of <i>MCSO</i> indicating operational readiness of all System components.	[20% of the contract price]
4	<u>RJMS Training</u> Milestone Acceptance requires <i>MCSO</i> sign-off of: (1) Completion of all management, user and technical support training, (2) Delivery of final user documentation; and (3) Delivery of final training courseware and training materials deliverables.	[10% of the contract price]
5	<u>RJMS System Acceptance</u> Milestone Acceptance requires <i>MCSO</i> sign-off certifying satisfactory completion of System functional and performance acceptance testing in accordance with the approved System Acceptance Test Plan.	[20% of the contract price]
6	<u>RJMS Operational Acceptance (RJMS Final Acceptance)</u> Milestone Acceptance requires: (1) completion of 90 days of full production operations; (2) resolution of all outstanding deficiencies; and (3) <i>MCSO</i> sign-off certifying final acceptance of the System.	[20% of the contract price]

- 1) The total compensation under this Agreement shall not exceed \$ _____ (the total compensation amount will be incorporated upon completion of successful negotiations with the selected Contractor).
- 2) Payment shall be made upon delivery and Acceptance of the Deliverable and upon the receipt and acceptance of a detailed, certified Payment Invoice. Payment will be made to the *Contractor's* designated mailing address. *MCSO* shall verify that all compensation for expenditures is consistent with this Agreement. Payment of invoices received shall be tendered to the contractor within forty-five (45) days of the date of written certification of Acceptance of the Deliverable (Ref: FL Statute 215.422).
- 3) Sales and use tax will not be collected from *MCSO*, which is tax-exempt.

- 4) Invoices must be submitted to Accounts Payable (See 5.21). Each submitted invoice will be forwarded to the *MCSO* Project Executive for approval prior to payment. Approval by the *MCSO* Project Executive shall indicate satisfactory receipt of services. Services will be charged in accordance with the payment plan and related deliverables.
- 5) *MCSO* agrees to pay all uncontested amounts due under this Agreement within forty-five (45) days after receipt and approval of the invoice.

4.23 Termination

4.23.1 Termination for Cause by *MCSO*

Any waiver by *MCSO* of any breach of any one or more of the terms of the agreement will not be construed to be a waiver of any subsequent or other breach of the same or of any other term hereof. Failure on the part of *MCSO* to require exact, full and complete compliance with any terms of this agreement will not be construed as in any manner changing the terms hereof, or stopping *MCSO* from enforcement hereof.

The contract may be canceled or annulled by *MCSO* in whole or in part by written notice of default to the *Contractor* upon nonperformance or violation of contract terms. An award may be made to the next best responsive and responsible *Contractor*, or services specified may be purchased on the open market similar to those so terminated. Failure of the *Contractor* to deliver services within the time stipulated in the specification, unless extended in writing by *MCSO*, will constitute contract default. *Contractors* who default on contracts may be removed from the *Contractor* mailing lists for future contracts at the discretion of *MCSO*.

If the *Contractor* defaults, *MCSO* may give notice in writing to the *Contractor* and its surety of default, specifying the default. The following will constitute default:

- 4.23.1.1 Failing to perform the professional services required under the Contract and within the time required;
- 4.23.1.2 Failing to begin the *Project* under this Contract within the time specified;
- 4.23.1.3 Failing to perform the Work with sufficient workers and equipment or with sufficient materials to ensure completion of the *Project* within the specified time;
- 4.23.1.4 Failing to perform the Work using the persons and entities and identified and set forth, and to the degree specified in the Contract Documents, subject to substitutions approved by *MCSO* in accordance with the Contract Documents;
- 4.23.1.5 Failing to apply adequate quality control measures to ensure that the deliverable system, documentation and services are substantially error free and of sufficient quality that any necessary re-work or remediation does not impact the completion of the *Project* within the specified time ;
- 4.23.1.6 Discontinuing the prosecution of the Work, for reasons other than issuance of a stop work order or other reasons allowed under the Contract.
- 4.23.1.7 Disregarding laws or regulations of any public entity having jurisdiction.

4.23.1.8 Violating in any way any provisions of the Contract Documents.

If, after notice of termination of the Contract it is determined for any reason that the *Contractor* was not in default under the provisions of this Contract, or that the delay was excusable, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to “*Termination of the Contract For Convenience*” clause.

4.23.2 Termination for Convenience by *MCSO*

Upon thirty (30) Calendar Days written notice to *Contractor*, *MCSO* may, without cause and without prejudice to any other right or remedy, terminate this Agreement for convenience whenever *it is* determined that such termination is in the best interests of the *MCSO*.

Upon receipt of the notice of termination for convenience, *Contractor* will promptly discontinue all work at the time and to the extent indicated on the notice of termination, and will cancel purchase orders to the extent that they relate to the terminated portion of the Contract, and refrain from placing further orders.

The *Contractor* will be entitled to recover from *MCSO* the costs of all labor performed up to and including the effective date of the termination, profit on all labor performed up to and including the effective date of termination, and the cost of all materials and supplies which have been purchased. *Contractor* will not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

4.23.3 Termination by Contractor

If *MCSO* approves *Contractor*'s invoice for payment, and does not pay same within forty-five (45) Calendar Days of approval, *Contractor* may suspend performance of the contract upon ten (10) Calendar Days prior written notice (such suspension not being available prior to forty-five (45) Calendar Days after *MCSO* approval of the *Contractor*'s invoice for payment). If *MCSO* then fails to make payment for a period of ninety (90) Calendar Days through no fault of *Contractor* or if *MCSO* fails to make payment on any recommendation for payment for a period of ninety (90) Calendar Days, *Contractor* may, upon seven (7) additional Calendar Days written notice to *MCSO*, terminate the Contract and recover from *MCSO* payment for Work executed and for proven loss with respect to materials, equipment, tools and construction equipment and machinery, prorated to the date of termination. No other recovery will be permitted.

4.23.4 Mutual Termination

This Agreement may also be terminated by mutual agreement at any time and under any terms.

4.24 Dispute Resolution

4.24.1 *MCSO* reserves the right to clarify any contractual relationship in writing with the *Contractor*, and such written clarification will govern in case of conflict with the applicable requirements stated in the request for proposal or the *Contractor*'s responsive

proposal. In all other matters not affected by the written clarification, if any, the Request for Proposal and all amendments thereto will govern. The *Contractor* is cautioned that his proposal will be subject to acceptance without further clarification.

- 4.24.2 In the event that any dispute between the *MCSO* and the *Contractor* has not been resolved in relation to issues arising under this Contract, a request for resolution will be submitted by the *Contractor* to *MCSO* for determination. Request for such determination will be made in writing. The decision by *MCSO* will be rendered in writing no more than thirty (30) days after receipt of a fully documented (to the extent that such documents are within the control of the *Contractor*) request for a determination. The decision will be conclusive, final, and binding on all parties, unless the *Contractor* will seek a judicial determination in accordance with the provisions set forth below.
- 4.24.3 No later than sixty (60) days after the *Contractor's* receipt of a determination by *MCSO*, the *Contractor* will respond to *MCSO* in writing, either accepting the determination or stating the *Contractor's* factual or legal objection to the determination. If the *Contractor's* response is an objection, *MCSO* will respond in writing to the objection within (30) days after receipt of it. No further response by either party will be required. Thereafter, the *Contractor* may seek a judicial determination of the dispute. In the event that the *Contractor* intends to seek judicial determination of a matter decided by *MCSO*, the *Contractor* will notify *MCSO* of its intent to do so within sixty (60) days for a final decision by *MCSO*.
- 4.24.4 If required by *MCSO*, the *Contractor* will continue to perform the Work required under the Contract during this resolution period, including any judicial resolution. The *Contractor* will comply with a written determination by *MCSO* while a final resolution of the dispute is pending; to include any related judicial resolution. If the *Contractor* complies with the written determination from *MCSO*, *MCSO* will continue to perform under the Contract and make all payments due (other than those or the portions of payments in dispute, if any) during the resolution period. This payment provision will not apply in the event that the *Contractor* fails to submit a dispute to *MCSO* as required by this Section. The continued performance of the Contract by either party will not constitute an admission as to any factual or legal position in connection with the dispute, or a waiver of its rights under the Contract or at Law.

4.25 No Waiver of Legal Rights

- 4.25.1 No approval required to be given by *MCSO* under the Contract will operate to relieve the *Contractor* from any of its responsibilities under the Contract or to be deemed as an approval by *MCSO* for any deviation contained in the items or documents subject to such approval from, or of their failure to comply with any provision or requirement of the Contract, unless the failure or deviation has been specifically approved by a Change Order to the Contract.
- 4.25.2 Unless *MCSO* has specifically approved in writing a deviation from the Contract Documents in a Contract modification, as provided above, *MCSO* will not be precluded or stopped by any approval, review, measurement, estimate or certificate made either before or after the completion and acceptance of the Work and payment for it, from showing the true amount and character of the Work performed and goods and materials

furnished by the *Contractor* or from showing that any measurement, estimate or certificate is untrue or incorrectly made, or that the Work or goods and materials do not conform in fact to the Contract. Unless *MCSO* has specifically approved in writing a deviation from the Contract Documents in a Contract modification, as provided above, *MCSO* will not be precluded or stopped, notwithstanding any approval, review, measurement, estimate or certificate and payment in accordance with it, from recovering from the *Contractor* and its sureties damages they may sustain by reason of its failure to comply with the terms of the Contract. Except as provided, neither the acceptance by *MCSO* or any representative of *MCSO* nor any payment for or acceptance of the whole or any part of the Work, nor any extension of time, nor any possession taken by *MCSO*, will operate as a waiver of any portion of the Contract, or of any power reserved or any right to damages provided to *MCSO*. A waiver of any breach of the Contract will not be held to be a waiver of any other breach whether prior to or subsequent to it. A delay by *MCSO* in declaring that a breach has occurred or otherwise asserting its rights under this Contract will not constitute a waiver of the breach or limit any of the rights of the *MCSO* under this Contract.

- 4.25.3 No remedy under the terms of this Contract in favor of *MCSO* is intended to be exclusive of any other remedy, but each and every remedy will be cumulative and will be in addition to any other remedies, existing now or later, at law, in equity or by statute. No delay or omission to exercise any *MCSO* right or *MCSO* power accruing upon any event of default will impair any *MCSO* right or *MCSO* power nor will it be construed to be a waiver of any event or default or acquiescence in it, and every *MCSO* right and *MCSO* power may be exercised from time to time as often as may be deemed expedient.

4.26 Liquidated Damages

4.26.1 Schedule Delays

The parties acknowledge and agree that the damages sustained by *MCSO* due to an unapproved delay in performance by *Contractor* are difficult to ascertain. As such, it is mutually agreed that should *Contractor* fail to timely complete and deliver all components for installation and testing in accordance with the established *Project* schedule, or fail to successfully complete formal acceptance testing and begin production operations in accordance with the *Project* schedule, *MCSO* will be entitled to liquidated damages in the form of contract price reductions as follows: \$500/day for each day delay after the applicable milestone date.

4.26.2 Failure to Provide Internal Quality Controls

MCSO will require liquidated damages for failure of the *Contractor* to exercise adequate internal quality controls to ensure that the deliverable system, documentation and services are substantially error free and of sufficient quality for review, final updates and acceptance within the specified time. In the event that any deliverable requires significant re-work or remediation which necessitates additional *MCSO* staff time to perform unplanned additional review cycles, *MCSO* will be entitled to recover the documented costs of the additional staff time required to bring the deliverables up to an

acceptable level of quality. Such recovery shall be in addition to any liquidated damages associated with schedule delays.

4.26.3 Failure to Meet Service Level Agreements

MCSO will require liquidated damages for failure of the *Contractor* to meet the minimum Service Level Agreements established in the RJMS Requirements Specification and/or the guaranteed Service Level Agreements specified in the *Contractor's* proposal for maintenance response and problem correction in support of system operations, at a rate of \$100 per hour or any part thereof for each and every instance in which the maintenance response and/or the problem correction is deficient with respect to the established Service Level Agreements.

4.26.4 Not a Penalty

The aforesaid specified amount(s) will not be construed as a penalty, but as liquidated damages for any such failure on the part of *Contractor*. In any suit involving assessment or recovery of liquidated damages, the reasonableness of the charge will be conclusively presumed, and the amount assessed will be in addition to every other right or remedy now or hereinafter enforceable at law, in equity, by statute, or under this Contract. Any such charges assessed against *Contractor* may be deducted from moneys due to or to become due to *Contractor*, or may be collected from the surety bond.

4.26.5 Limitation of Liquidated Damages

Liquidated damages assessed prior to acceptance of the system shall not exceed the total amount of the surety bond. Liquidated damages assessed after system acceptance for a failure to meet service level agreements (§5.26.3) during any service month of the then-current maintenance agreement, shall be limited to the total cost of the maintenance support services for that month.

4.27 Perpetual Software License / Source Code

Any software license(s) will not have a termination date. All software licenses will be perpetual, surviving bankruptcy, sale, merger, or dissolution of any of the entities providing software to *MCSO*. Additional licenses fees will not be due because of *MCSO* having to upgrade its system to satisfy processing requirements. Source code for proposed programs will be delivered to *MCSO* upon acceptance, although not necessarily loaded onto the computer; it will be subject to terms such as confidentiality as prescribed by the *Contractor*. The software will be supported for satisfying FDLE and FBI mandated changes during the life of the contract with the *Contractor*.

4.28 Hardware Sizing, Performance and Availability

It is understood that *Contractor* is responsible to warrant the *Sizing, Performance and Availability* of the system as configured for satisfying the requirements of this ITN, as amended by *Contractor's* proposal. *Contractor* warrants that the system is fit for the particular and intended purposes of *MCSO*, and further will perform in accordance with the storage capacity, response time and availability criteria listed or set forth in this contract. If the system becomes unable to accommodate capacity, response times and availability criteria, *Contractor* will furnish at no charge to *MCSO* the added memory, or other upgraded or replacement hardware as is

required to satisfy the required storage capacity, performance and availability levels. In the event the hardware is determined by *MCSO* to be insufficient in size or capacity or performance power, *Contractor* will, within 30 days of determination of under sizing, provide at no additional cost to *MCSO* either a replacement unit or additional hardware to satisfy the performance and availability requirements.

4.29 Software Acceptance

For any software that is developed exclusively for MCSO to satisfy the requirements of the MCSO RJMS Solicitation, MCSO will conduct whatever tests deemed necessary to determine satisfactory software performance, and will have 120 days after implementation of each application system to conduct such tests. Software acceptance testing will occur in accordance with the proposed plan to be submitted by the Contractor. MCSO will notify Contractor in writing of deviations from proposed or documented standards. Acceptance of the principal application systems will take place following the documentation of satisfactory software performance by MCSO as determined through software performance tests.

Notwithstanding the satisfactory conclusion of software acceptance testing and formal acceptance of the system, under the terms of any Maintenance and Support Agreement for the system, the *Contractor*, at no additional cost, shall correct latent defects in the software that are detected at any time after system acceptance and that negatively impact the proper operation of the system.

4.30 MCSO Responsibilities

MCSO will make available to Contractor a staff member, hereinafter referred to as “MCSO’s Project Manager,” and who will have limited authority to act for MCSO, to assist with operations and activities, and have the authority to enforce implementation decisions correspondent with contract compliance.

MCSO may provide minimal office workspace and telephone access to support Contractor personnel during the contract period.

MCSO will provide, on request, information, data, records, and documents, and make such decisions as may be reasonably required by Contractor to perform under this Contract.

MCSO will provide, on request, liaison and coordination with units of the MCSO.

Support by MCSO contractors, common carriers, and government agencies will be provided as may be reasonably required for the efficient completion of the System. These will be coordinated through the MCSO Project Manager or designee.

MCSO will provide their best efforts to respond, in writing, within fifteen (15) working days to all designs, specifications, planning documents and updates to all of those items delivered and designated as final and complete by Contractor. Failure of MCSO to complete any review and response action within a fixed time frame will not constitute “Deemed Acceptance” of the associated deliverable.

MCSO will endeavor to provide supporting information to aid in solution of any problems discovered during acceptance testing and warranty periods. MCSO and Contractor understand that the scope and schedule of services to be provided by Contractor under this Contract may depend upon the timely fulfillment of MCSO responsibilities.

4.31 Applicable Laws Governing Project

- 4.31.1 The laws of the State of Florida will govern the validity, construction and effect of this Contract. Jurisdiction and venue will be agreed to be in the appropriate courts in the County of Manatee, State of Florida. Should action be brought to enforce or interpret the provisions of the agreement, the prevailing party will be entitled to attorney's fees in addition to whatever other relief is granted. To the extent that a provision of the contract is contrary to the State Constitution or laws of Florida, or of the United States, the provision will be void and unenforceable. However, the balance of the contract will remain in force between the parties.
- 4.31.2 Should any part, term, provision, clause, sentence or section of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of the State, the validity of the remaining terms provision, clauses, sentences and sections will not be affected thereby. If, however, the clause determined to be invalid materially affects the performance of the parties, or materially impacts the parties' expectations or positions with respect to the contract, the parties will negotiate in good faith to modify the Contract on some fashion so as to, as near as possible, place the parties in the same position they were in, vis-a-vis their intent, performance expectations, and economic position. If, after such good faith negotiations, no modifications are reached, then either party may terminate the Contract.
- 4.31.3 In the event of any litigation which arises out of, pertains to, or relates to this Agreement, or the breach thereof, or the standard of performance therein required, the prevailing party will be entitled to recover a reasonable attorney's fee from the non-prevailing party, subject to the limits of this paragraph. Where the prevailing party is awarded compensatory damages from the non-prevailing party, the amount of attorney's fees will not exceed the amount of compensatory damages (it being the intent that no attorney's fee will be recoverable by a prevailing party in the absence of an award of compensatory damages). If no compensatory damages are awarded, the prevailing party is entitled to a reasonable attorney's fee for the defense of the non-prevailing party's claim, which will not exceed the amount of the Agreement as adjusted by change orders as are approved by the parties. All claims, counterclaims, disputes and other matters in question between *MCSO* and *Contractor* arising out of, relating to, or pertaining to this Agreement, or the breach thereof, or the services thereof, or the standard of performance therein required, will be determined by litigation in the Circuit Court of the 12th Judicial Circuit in and for Manatee County, Florida, or the Federal District Court of the Middle District of Florida and appropriate appellate courts for such venue and jurisdiction.
- 4.31.4 To any extent that the *Contractor* may be acting as an "agent" and/or contractor on behalf of *MCSO*, the Sheriff expects and the Contractor represents that the Contractor will fully comply with all Federal, State, and Local laws applicable to and specifically those covering Equal Opportunity Employment, American Disabilities Act (ADA), 42 U.S.C. 12101, et seq., and South Florida Building Code. The Sheriff of Manatee County reserves the right to verify *Contractor's* compliance with the various laws. Failure to comply with any laws will be grounds for termination of the Contract.

4.32 EXHIBIT A. STATEMENT OF WORK (SOW)

4.32.1 Contract Objective

The objective of this Contract is the replacement and modernization of three existing MCSO criminal justice information systems with a new integrated Records and Jail Management System (RJMS). The three existing automated systems that will be replaced by RJMS are:

- *the MCSO Criminal History Records Management System (RMS)*
- *the MCSO Jail and Inmate Management system*
- *the MCSO Mobile Data Access and Reporting applications*

A secondary objective is to establish the foundation for a regional RJMS with the capability to extend RJMS services to law enforcement agencies in the county on an optional basis, including:

- *Bradenton Police Department*
- *Holmes Beach Police Department*
- *Palmetto Police Department*

The Scope of the RJMS Contract includes:

- A. Acquisition and provision of the Commercial-Off-The-Shelf (COTS) computer hardware components and software applications that are required to provide the complete automated functional and operational capabilities defined in the RJMS Requirements Specification;
- B. Provision of comprehensive professional services to manage and accomplish all aspects of the timely RJMS system implementation, including the design, implementation, integration, delivery, installation, testing and transition of the RJMS system to production operations.
- C. Provision of associated professional support services including:
 - Analysis, conversion, loading and assessment of existing records and data to be managed by the new system.
 - Development of comprehensive RJMS user and support documentation and the planning, coordination, preparation and delivery of RJMS User Training.
 - Planning, coordination, preparation and delivery of an RJMS maintenance and operations support capability and comprehensive on-going operations and maintenance support services for the RJMS through the system warranty period.

4.32.2 RJMS Implementation Statement of Work

The awarded *Contractor* shall be responsible for the management of all assigned staff, the management and coordination of subcontractors, and the performance of all elements of work as defined in this section, to accomplish the successful acquisition, implementation and delivery of the RJMS system on time, within budget and in compliance with the RJMS System Requirements Specification.

4.32.2.1 Key Staff

- A. *Project Manager*: The Contractor shall assign a full time Project Manager who will be responsible for managing and coordinating all aspects of the RJMS project to successfully accomplish the technical implementation of the RJMS in accordance with the established program schedule and to deliver a fully functional operational system that meets or exceeds the MCSO's RJMS requirements. The assigned Project Manager shall be directly responsible for performing and/or managing the following activities:
- a) The Project Manager shall provide daily planning, direction and coordination of all project activities.
 - b) The Project Manager shall be responsible for ensuring timely assignment and availability of adequate qualified technical and support staffing to perform all required project activities and shall direct, coordinate and monitor the work, schedule performance, quality and completeness of the Contractor's project team, subcontractors and 3rd party suppliers.
 - c) The Project Manager shall provide regular, effective liaison with the MCSO Contracting Officer, Project Manager and stakeholder representatives to coordinate the planning, performance and agency support requirements for all project activities, to obtain timely facilitation for access to facilities, systems, record data and information, and to resolve actual or potential problems and issues.
 - d) The Project Manager shall prepare, coordinate and finalize a Master Project Plan for accomplishing all elements of the RJMS implementation and the delivery of the system and associated services, and shall:
 - Direct and monitor project performance, and ensure that the initiation, performance, completion and products of all task activities are in compliance with the Master Project Plan.
 - Provide for the timely detection and resolution of actual or potential problems and issues that might otherwise delay the completion of the project.
 - Provide informal weekly reporting and formal monthly reporting of project status including schedule updates, accomplishments, delays, staffing and resource issues, planned activities and deliverable reviews, and requirements for MCSO participative support or facilitation.
 - e) The Project Manager shall be responsible for the quality and completeness of all work products and contract deliverables and shall implement and manage a quality assurance process to ensure that each draft and final project plan and documentation deliverable satisfies all applicable content, quality and timeliness requirements.
- B. *System Implementation Management*: The Contractor shall assign a full time dedicated senior System Engineer with responsibility for technical management and quality assurance of the system design, implementation and integration, delivery, installation, external systems interfacing and interoperability, Stage-wise Acceptance Testing, and Transition of Operations. The assigned RJMS System Engineer shall be directly responsible for performing and/or managing the following activities:

- a) Leadership, oversight and coordination of the detailed system design and implementation activities, with ongoing monitoring to ensure compliance with all specified System Requirements.
- b) Primary technical liaison with the MCSO project team with responsibility for defining and obtaining concurrence for implementation and operational details including business rules, workflows, component configurations, and default settings.
- c) Oversight and coordination of system configuration, integration and testing activities to ensure compliance of the system with system requirements, conformance of the implementation with agency and inter-agency agreements, and seamless interoperability with external systems.
- d) Direct involvement in the preparation of formal test plans for pre-delivery, installation, and formal acceptance testing, and leadership of all formal testing activities.
- e) Quality control and quality assurance of the complete integrated system and all associated technical and user documentation deliverables.

C. Management of Conversion, Loading and Indexing of Existing Records and Data: The Contractor shall assign a dedicated Conversion Manager whose project responsibilities shall include:

- a) Development of the Conversion Plan, with ongoing coordination to maintain and update the detailed plans and procedures as necessary to accomplish the successful conversion and loading of the system records and data.
- b) Primary conversion liaison with the MCSO project team and stakeholder organizations, with responsibility for developing detailed procedures for record handling and tracking during conversion and for providing regular status reporting on conversion activities.
- c) Preparation of analyses and test plans to verify and validate the converted and loaded databases, and leadership of the verification and validation activities.
- d) Direct management and technical oversight of the conversion, database loading, conversion verification/validation, and delivery of the converted data.
- e) Preparation of the report of the results of the conversion and a comprehensive assessment of the converted data.

D. Management of User Documentation and Training: The Contractor shall assign a Training Manager whose RJMS project responsibilities shall include:

- a) Development of the Training Plan, with ongoing MCSO stakeholder coordination to define, maintain and update the detailed plans, schedules and procedures as necessary to accomplish the delivery of all required Training.
- b) Primary training liaison with the MCSO project team with responsibility for developing detailed training content and courseware requirements for each training course, and for providing regular status reporting on training preparation activities.
 - Coordination of training schedules, training delivery plans and training materials preparation activities.

- Oversight and direction of training delivery and leadership of the training assessment activities.
 - c) Content verification and quality assurance of all User Guides and associated reference materials.
 - d) Development of user training courseware, training materials and an instructor guide for each user training course.
 - e) Training delivery management and quality assurance, participation in Train-the-Trainer and direct User training, assessment of training effectiveness, and remedial training as required.
- E. Management of Operations Support and Maintenance Preparation and Warranty Period Support: The Contractor shall assign an Operations and Maintenance Support Manager whose RJMS project responsibilities shall include:
- a) Primary responsibility for planning, coordinating and accomplishing all aspects of site preparation, system delivery planning, system delivery, installation, and System Installation Verification and Operational Readiness (SIVOR) Testing.
 - b) Development of the Operations and Maintenance Support Plan, with ongoing coordination to maintain and update the detailed plans and procedures as necessary to accomplish the effective delivery of operations and maintenance support.
 - c) Primary technical liaison with the MCSO project team with responsibility for planning, coordinating, and implementing the RJMS administration and operations monitoring procedures and the RJMS maintenance support capabilities.
 - d) Participation in training preparation and delivery to provided operations and maintenance support training for system administrators and technical staff.
 - e) Oversight and direction of the operations and maintenance support activities during the initial warranty period and through the full production period.

4.32.2.2 Project Planning and Primary Milestones

A. Project Plan

The Contractor shall develop a comprehensive Project Plan for the RJMS implementation project, and shall maintain the project plan through the active implementation phases of the project. The Project Plan shall include the following:

- a) Project Management – A description of the tasks that will be performed to accomplish the work, and a description of the contractor's project organization structure, key personnel assignments, and roles and responsibilities.
- b) Master Implementation Schedule – A detailed work plan, including task schedules and milestones, beginning no later than 10 days after contract execution.
- c) Project Data Item Deliverables – An RJMS Documentation Deliverable Schedule and a detailed document outline for deliverable reports, plans and technical documentation items that will be prepared and delivered in association with system implementation. The plan shall reflect the understanding that all deliverables are

subject to MCSO review and approval, and shall allow for rework to correct deficiencies prior to final review and approval.

B. Master Implementation Schedule

The Master Implementation Schedule shall provide guaranteed dates for the project's key implementation and delivery milestones, which at a minimum, shall include:

- a) System Requirements Review
- b) Critical Design Review
- c) Training Planning Conference
- d) Data Conversion Completion, Database Loading and Acceptance
- e) Factory Acceptance Test Completion
- f) System Installation Completion
- g) User Training Completion and Acceptance
- h) System Acceptance Test
 1. Functional Capability Test Segment Completion
 2. Operational Availability Test Segment Completion
- i) System Acceptance and Final Sign-off

C. Data Item Deliverables

The project Data Item Deliverable section of the Project Plan shall include schedules and detailed document outlines for RJMS project reports, management plans and technical documentation items, as follows:

- a) Project Plan (final)
- b) Monthly Project Status Reports
- c) System Requirements Specification and Requirements Traceability Matrix
- d) System Design Document
- e) Data Conversion Plan
- f) Factory Acceptance Test Plan and Procedures
- g) Site Verification and Installation Plan
- h) Training Plan
- i) Training Package: Curricula, Courseware, Trainer Guides, Training Materials, Training Assessment Instruments
- j) System Operations, Administration and Maintenance Documentation and System User Guides for each type of workstation.
- k) System Acceptance Test Plan and Procedures
- l) System Maintenance Plan

The Contractor shall implement and manage a quality assurance process to ensure that each draft and final project plan and documentation deliverable satisfies all applicable content, quality and timeliness requirements.

4.32.2.3 RJMS Design and Implementation

- A. System Requirements: The Contractor shall organize, coordinate and conduct a System Requirements Review (SRR) of all specified technical and implementation requirements with the MCSO project team and stakeholder representatives to review and confirm a mutual understanding of each individual requirement and all inter-related system requirements, and to update or expand the details of any requirements as necessary.
- a) The baseline requirements for the system shall be documented in a Master RJMS Requirements Traceability Matrix (RTM) that shall be prepared and published within one week after completion of the SRR.
 - b) The Contractor shall maintain the RTM throughout the implementation process, and shall utilize the RTM as the basis for requirements compliance verification of the system design and for pre-delivery and final acceptance testing of the system.
- B. System Design: The Contractor shall design the RJMS to provide comprehensive capabilities as defined in the RJMS Requirements Specification, and shall apply internal quality control processes to verify that the system design is in conformance with each and every detailed functional and performance requirement of the system.
- a) A detailed System Design Document (SDD) shall be prepared and delivered for review and approval in accordance with the deliverable schedule established in the Master Project Plan. The SDD shall include:
 - A detailed design description for the system hardware and software architecture, with reference-level system configuration, sizing and timing information.
 - Identification of all Contractor and 3rd party COTS software that will be utilized in the system, and the design or specification of all necessary modifications.
 - The data model for each of the system databases.
 - The system design for each functional module or capability of the RJMS, including the user interface design, screen designs, transaction processing capabilities and comprehensive set of system workflows.
 - The system design for system administration, system security, system monitoring and other included system support utility applications, and a complete definition of all standard reports that will be developed and provided with the system.
 - The system design for the isolated system training and system testing regions.
 - An Interface Control Document (ICD) defining the technical interfacing details and data exchange workflows for all system interfaces with internal MCSO automated systems and external federal, state and local application systems and data repositories.

- A detailed technical design for any new functions or capabilities that will be developed to fully satisfy all system requirements.
 - A requirements allocation extension of the Baseline RTM providing a reference index to the system/subsystem element and to the specific section of the SDD that describes the system capabilities.
- b) After release and MCSO review of the initial SDD, a formal Critical Design Review (CDR) shall be conducted, at which all aspects of the system design shall be presented for discussion.
1. A detailed CDR agenda shall be prepared and delivered not less than three weeks prior to the scheduled CDR presentation.
 2. A final CDR agenda shall be produced if necessary to incorporate any directed changes and the final agenda and the CDR presentation slides shall be delivered in editable softcopy (e.g., PowerPoint, but not Acrobat) not less than five days prior to the scheduled CDR presentation.
 3. Following the CDR, the System Design Document shall be updated as required to correct deficiencies and to incorporate directed changes.
- C. System Implementation: The Contractor shall be responsible for all aspects of planning, preparation development quality control and quality assurance verification of the RJMS system during the implementation stage and shall be directly responsible for performing the following implementation-related activities:
- a) Contractor shall prepare and deliver a detailed RJMS System Implementation Plan (SIP), which shall document the detailed implementation tasks and the associated schedules. The SIP shall document implementation details including software implementation, configuration and integration, and plans for hardware procurement, receiving and staging, software and database loading, and establishing/maintaining configuration management for the components. The SIP task schedules shall be derived from and tied to the Master Project Schedule.
 - b) The Contractor shall coordinate with the MCSO project team to specify, obtain agency approvals, procure, receive and stage the 3rd party COTS hardware components of the system.
 - c) The Contractor shall perform the installation, configuration, and verification of the 3rd party COTS software applications.
 - d) The Contractor shall perform incremental integration testing of the RJMS system as appropriate up to and including a full formal Factory Acceptance Test (FAT) of the system. Successful accomplishment of FAT shall be a pre-condition of obtaining MCSO approval to deliver and install the RJMS at MCSO.

4.32.2.4 RJMS Delivery and Installation

- A. System Delivery: The Contractor shall be responsible for all aspects of planning, organizing, and accomplishing the delivery of the RJMS system components, and for fully coordinating the delivery plans and deliveries with MCSO.

- a) The Contractor shall arrange for, schedule and coordinate shipping of the RJMS components to MCSO, and shall handle equipment receiving, perform receiving inspections, and affix MCSO asset tags to the components in accordance with MCSO policies.
 - b) The Contractor shall prepare and deliver a baseline Configuration Management spreadsheet for the system, documenting pertinent descriptive information (model #, serial #), MCSO asset #, installation location, and configuration details (e.g. IP address) as applicable for each system component.
- B. System Installation: The Contractor shall be responsible for planning and accomplishing installation of the RJMS server and storage hardware components and workstations and for providing effective coordination with MCSO to ensure minimal impacts to ongoing operations.
- a) Contractor shall work cooperatively with MCSO technical staff to plan, prepare for and manage the installation of the core server and storage components in the designated data County data center. The Contractor shall be responsible for accomplishing RJMS installation, configuration and testing without causing any disruption or impact to on-going data center operations.
 - b) Contractor shall be responsible for connecting the RJMS components to the existing MCSO LAN and WAN communications networks for communicating between the central servers and the remote workstations. The selected CONTRACTOR shall work cooperatively with MCSO technical staff to plan, implement and test network connectivity for all components to achieve the required functionality and performance of the system in the distributed installation environment, and to establish communications with all specified external systems.
 - c) Contractor shall be responsible for implementing all network communications security provisions on all RJMS components, as necessary to comply with FBI CJIS, FDLE and MCSO security policies.
 - d) At the completion of system installation, the Contractor shall share responsibility with MCSO for performing and successfully completing a comprehensive Site Installation Verification and Operational Readiness (SIVOR) demonstration of the installed system to ensure that all system components are fully installed, configured and operating properly in preparation for formal system acceptance testing and user training.
 - e) Contractor shall prepare and deliver an "As-Built" update reflecting the configurations, changes and error corrections in the delivered and accepted operational version of the documented capability:
 - As-Built RJMS Design Specification, including:
 - RJMS Data Model, Data Tables
 - Database Administration and Auditing support capabilities;
 - RJMS Interface Control Document, with details of the technical interfaces and interoperability controls for each external system.

- RJMS System Security and Monitoring Configuration and settings and auditing support capabilities.
- RJMS Configuration Management Baseline, with
 - hardware model and serial #, asset #, configuration settings (e.g. IP address)
 - software component license #, configuration settings and installation details
- As-Built RJMS User Guides for RJMS workstations and Field Reporting applications.
- As-Built RJMS System Administration Operations Procedure Manuals
- RJMS system maintenance and support documentation, including actual points of contact and procedures for accessing support information and the status of service tickets.
- RJMS Trainer courseware, including lesson plans, presentation materials and instructor guides for each system user and system administration training course.

4.32.2.5 RJMS Records and Data Conversion and Loading

A. *Records and Data Conversion Scope*: The Selected Contractor shall be responsible for all aspects of conversion and loading existing data records of the MCSO and participating local law enforcement agencies for the new RJMS system. The table below identifies current counts of principal MCSO record types but does not reflect a comprehensive listing or quantification of all data that must be converted. The Contractor shall work cooperatively with Intergraph to establish the complete requirements for data extraction, transformation and loading. MCSO will facilitate these discussions but Intergraph is the sole subject matter expert with respect to migration of the Intergraph-hosted data

• Criminal History Records	MCSO Approximate Count as of 7/1/2015
• Master Name Index Records	• 1,056,000
• Location Records	• 2,297,802
• Organization Records	• 70,500
• Property & Vehicle Records	• 1,471,000
• Incident Records	• 981,000
• Jail Detention Records	• 520,000
• Warrants Records (Active / Inactive)	• 3,700 / 181,000

Complete record counts for the four local law enforcement agencies that may also elect to obtain RJMS services are not currently available. In the event that local law enforcement agencies elect to participate in the RJMS implementation, the Contractor shall work with MCSO and the specific agency or agencies to obtain records counts, establish conversion business rules and procedures, and accomplish the conversion and loading of their records.

B. *Records and Data Conversion Plan*: The Contractor shall develop a comprehensive plan for data conversion, including detailed conversion procedures, inventory control procedures,

quality assurance procedures, and a detailed conversion work plan for each database and data type to be converted.

- C. *Data Conversion Performance*: The Contractor shall perform the conversion of all designated records and shall load the converted records on the RJMS system. Contractor shall be responsible for providing ongoing quality assurance to ensure that all records are converted in accordance with high quality and fidelity standards.
- a) Contractor shall work closely and cooperatively with MCSO and their representatives to ensure that the integrity and 100% accuracy of the inmate accounting systems and accounting data is maintained in the conversion to the new system.
 - b) The Selected Contractor shall analyze the converted data, as loaded into the new system databases, and shall produce a detailed report characterizing the converted data, including: total records converted, incomplete records, errors and anomalies (encountered, corrected, remaining).

4.32.2.6 RJMS Testing and Acceptance

- A. *Formal Acceptance Test Planning*: Contractor shall prepare and deliver a formal System Acceptance Testing Plan and Procedures (SAT Plan/Procedures) document, which shall be used to coordinate the comprehensive acceptance demonstration and testing of the RJMS applications software installation and functionality, and validation of the associated system technical and operations documentation. The SAT Plan/Procedures document shall include a detailed definition of all tests, including:
- Functional and operational test scenarios and procedures.
 - Makeup and content of test data sets.
 - Validation plan for the technical and operational documentation.
 - Operational and technical oversight and support during testing, and the roles of participants.
 - Development, management and reporting of resolution plans for correcting any system deficiencies and discrepancies that are found during acceptance testing.
- B. *Functional Acceptance Testing*: The Contractor shall provide operational support as required to assist MCSO in running the RJMS Functional Acceptance Test.
- C. *Operational Acceptance Testing*: For a period of at least 60 days following successful accomplishment of the 'Go-Live' milestone, the new RJMS shall be exercised and monitored under full operational conditions:
- to support completion of user training;
 - to observe and verify the system's operational capabilities;
 - to identify and resolve design or implementation deficiencies and problems; and
 - to analyze production data and activity reports and confirm operational availability and performance.

Contractor shall maintain a contingent of technical staff on site, as required, to support Operational Acceptance Testing and produce final documentation of requirements compliance.

4.32.2.7 RJMS User Training

A. *Scope of Training*: The Contractor shall provide comprehensive training in the operations and management of the RJMS system and its workstation components, as applicable to system users, supervisors, managers and operations support personnel. The following types of operations and administration training shall be developed and provided for MCSO and participating agency managers, administrators, and operations staff:

- a) *Management Training*: A one-hour (approximate) management-level orientation presentation covering the system architecture and installation, system operations and administration, management reporting, and the responsibilities and procedures for operations and support.
- b) *RJMS System Administrators*: Detailed system and application-specific training for the assigned system administrators in the use of RJMS applications, including procedures for RJMS system administration, database administration, user administration, security administration, system monitoring, and reporting.
- c) *System Users*: Detailed assignment-oriented training for designated users for records management, investigations, jail operations and field reporting. The training shall include an overview of the system and a discussion of general operational concepts and support procedures, along with detailed classroom and hands-on training in the operation of system functions. Individual training courses shall be designed for each operational unit and multiple training course sessions shall be provided as necessary to accommodate all designated trainees.
- d) *Jail Operations Managers & Supervisors*: Training for jail operations managers and supervisors shall include overall functional training plus training in procedures for database and transaction log access, activity analysis, security management, and report generation. The training shall be designed as appropriate for each operational unit.
- e) *Technical Operations Training* shall be provided for the designated MCSO Information Technologies staff. This training shall include technical descriptions and operating procedure discussions covering the RJMS system architecture and operations, network operations, database administration, system monitoring, security management, backup and archival operations, business continuity operations, and system recovery operations.

B. *Training Plan*: The Contractor shall prepare and provide a comprehensive, detailed *Training Curricula, Courseware and Training Delivery Plan* as the detailed management plan for preparation of training courses and training materials and for delivery of training to MCSO

Training Staff, designated users, administrators and managers. The *Training Curricula, Courseware and Training Delivery Plan* shall include:

- A preliminary set of course outlines for each of the training courses that will be produced.
- A description of the training materials that will be prepared and provided to support each type of training.
- The schedule for preparation of each of the training courses and associated training materials, with linkages to the system development schedule clearly showing the sequencing of events in the two schedules.
- The detailed training delivery schedule.

C. *Training Preparation and Delivery*: The Contractor shall prepare and provide comprehensive training course curricula and associated training materials, and shall schedule and deliver training in coordination with the MCSO project team and stakeholders. training in two phases, as follows:

- An initial training session of each type shall be scheduled and conducted to train designated senior staff to enable them to participate in and assess system acceptance testing.
- The primary user training shall be scheduled and provided as soon as possible after the completion of the System Acceptance Testing as a pre-condition of achieving the 'Go-Live' milestone.

5.32.2.8 RJMS Operations and Maintenance Support

A. *Scope of Maintenance and Support*: Through the warranty period and the life of the system, the Contractor shall provide comprehensive program of technical support, operations support and preventive and remedial maintenance support for RJMS system equipment and software. The required elements of this support are:

- a) RJMS product and application support, including system configuration, system operations, database administration, reporting, system performance monitoring, backup and archival operations, and system recovery operations.
- b) Technical coordination with and support of MCSO IT as necessary for network and security configuration and interoperability.
- c) Regular preventive maintenance of the RJMS central server components, SAN storage, and the client workstation and terminal software.
- d) On-site remedial response to hardware or software problems with the RJMS central system components segments and the networked workstations.
- e) Repair or replacement of defective components and components that can no longer maintain required levels of performance.
- f) Provision and maintenance of spares kits containing critical spare parts for the RJMS central system components and the networked workstations.

- g) Software version management, with regular updates to apply approved patches and updates, maintain current versions of all software components and to achieve or maintain compliance with new and evolving federal and State standards.
- h) Technical support for system expansion and extension of standard services to new users.
- i) System configuration management.
- j) System backups and restores.
- k) Periodic reporting of routine activities and problem detection and resolution status.

B. System Maintenance Plan: Contractor shall prepare, provide and maintain a comprehensive *System Maintenance Plan* describing the plan and procedures for managing and providing system maintenance and operations support. The *System Maintenance Plan* shall include the following:

- a) Maintenance Organization – A description of the maintenance organization that will be directly responsible for performing the maintenance services for the central identification system and networked workstations. The description shall include qualifications of the local area technician and a description of the technical support organization capabilities and procedures.
- b) Warranty Period and Warranty Maintenance - A detailed discussion of the warranties provided for the system hardware and software components, the maintenance procedures that will be used during the warranty period, and the methods that will be used to secure the full benefits of the warranties.
- c) Operations Support - A detailed discussion of operations support, including a description of procedures for backup operations and backup QA, procedures for maintaining system virus protections, procedures for software update assessments, and other operations support activities that will be provided under the Maintenance Agreement. The section shall describe the planned frequency of each of the operations support activities, a description of how the services will be scheduled and coordinated, and proposed Service Level Agreement (SLA) performance levels.
- d) Preventive Maintenance - A detailed discussion of preventive maintenance, including a description of periodic service requirements (cleaning, calibration, etc.), the time required for each type of service, the planned frequency with which preventive maintenance services will be provided, a description of how the services will be scheduled and coordinated, and proposed Service Level Agreement (SLA) performance levels.
- e) Remedial Maintenance - A detailed discussion of remedial maintenance procedures, including the problem response approach and sequence of activities, the methods used to ensure that response times are met and system availability requirements are maintained, a description of repair/replacement procedures and timeframes, a description of procedures for problem tracking, escalation and reporting, and proposed Service Level Agreement (SLA) performance levels.

SECTION 5: STANDARD FORMS

1. **Document Acknowledgement Form.** Please complete and include in the Cost and Contract Volume of your original proposal submission.
2. **Manatee County Sheriff's Office Request to Add a New Vendor.** Please complete and include in the Cost and Contract Volume of your original proposal submission.
3. **Manatee County Sheriff's Office Drug Free Work Place Certification:** Please complete and include in the Cost and Contract Volume of your original proposal submission.
4. **Manatee County Sheriff's Office Public Contracting and Environmental Crimes Certification.** Please complete and include in the Cost and Contract Volume of your original proposal submission.

MANATEE COUNTY SHERIFF'S OFFICE
ITN-2015-15-002-RJMS
DOCUMENT ACKNOWLEDGEMENT FORM

_____ **[Insert Vendor Name]** _____ **acknowledges receipt of all documents**
related to ITN-2015-15-002-RJMS as released by the Manatee County Sheriff's Office.

Documents include:

- ITN-2015-15-002-RJMS
- Technical Specifications Workbook
- Table Definitions Workbook
- Mandatory Forms (*Request for New Vendor; Public Contracting and Environmental Crimes; Drug Free Workplace; Document Acknowledgement Form*)
- Addendum [Insert # and Date]
- Addendum [Insert # and Date]

[List additional forms as may be required.]

Signature

Date

Print Name



MANATEE COUNTY SHERIFF'S OFFICE
PURCHASING
REQUEST TO ADD NEW VENDOR
(PLEASE PRINT)



VENDOR NAME: _____

ADDRESS: _____

REMIT TO ADDRESS (if different): _____

TELEPHONE #: _____

FAX #: _____

CONTACT INFO: _____

E-MAIL: _____

1099? YES NO IF YES, TIN/SSN #: _____

AFFILIATION CODE: (see below) _____

AUTO	AVIATION	COMPUTER	CONSTRUCTION	CONTRACT
EMPLOYEE	FARM	FOOD VEND	FURNITURE	GEN SUPPLY
GOVT.	HOTEL	INSURANCE	LEGAL	MARINE
OFFICE	ORG	PROF SERV	PUBLISH	RENTALS
SCHOOL	SOFTWARE	SUPPLY	VOC	

REQUESTOR: _____ DATE: _____

APPROVED: _____ DATE: _____

NEW VENDOR #: _____

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MANATEE COUNTY SHERIFF'S OFFICE

Drug Free Work Place Certification



THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the Manatee County Sheriff's Office by:

_____ for _____
(print individual's name and title) (print name of entity submitting sworn statement)

whose business address is: _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____. If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____

I understand that no person or entity shall be awarded or receive a Manatee County Sheriff's Office contract for public improvements, procurement of goods or services (including professional services) or a Manatee County Sheriff's Office lease, franchise, concession or management agreement, or shall receive a grant of Manatee County Sheriff's Office monies unless such person or entity has submitted a written certification to the Manatee County Sheriff's Office that it will provide a drug free work place by:

(1) providing a written statement to each employee notifying such employee that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance as defined by S893.02(4), Florida Statutes, as the same may be amended from time to time, in the person's or entity's work place is prohibited specifying the actions that will be taken against employees for violation of such prohibition. Such written statement shall inform employees about:

- (i) the dangers of drug abuse in the work place;
- (ii) the person's or entity's policy of maintaining a drug free environment at all its work places, including but not limited to all locations where employees perform any task relating to any portion of such contract, business transaction or grant;
- (iii) any available drug counseling, rehabilitation and employee assistance programs; and
- (iv) the penalties that may be imposed upon employees for drug abuse violations.

(2) Requiring the employee to sign a copy of such written statement to acknowledge his or her receipt of same and advice as to the specifics of such policy. Such person or entity shall retain the statements signed by its employees. Such person or entity shall also post in a prominent place at all of its work places a written statement of its policy containing the foregoing elements (i) through (iv).

(3) Notifying the employee in the statement required by subsection (1) that as a condition of employment the employee will:

- (i) abide by the terms of the statement; and
- (ii) notify the employer of any criminal drug statute conviction for a violation occurring in the work place no later than five (5) days after such a conviction.

(4) Notifying the Manatee County Sheriff's Office within ten (10) days after receiving notice under subsection (3) from an employee or otherwise receiving actual notice of such conviction.

(5) Imposing appropriate personnel action against such employee up to and including termination; or requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement or other appropriate agency.

(6) Making a good faith effort to continue to maintain a drug free work place through implementation of sections (1) through (5) stated above.

I UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE CONTRACTING OFFICER OR THE SHERIFF OF MANATEE COUNTY DETERMINES THAT:

- (1) Such person or entity has made false certification.
- (2) Such person or entity violates such certification by failing to carry out the requirements of sections (1), (2), (3), (4), (5), or (6).
- (3) Such a number of employees of such person or entity have been convicted of violations occurring in the work place as to indicate that such person or entity has failed to make a good faith effort to provide a drug free work place.

(Signature)

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20____ by
_____.

Personally known _____ OR Produced identification _____
(Type of identification)

Notary Public Signature My commission expires _____

(Print, type or stamp Commissioned name of Notary Public)

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MANATEE COUNTY SHERIFF'S OFFICE



PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the Manatee County Sheriff's Office by:

_____ for _____
(print individual's name and title) (print name of entity submitting sworn statement)

whose business address is: _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____. If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____

I understand that no person or entity shall be awarded or receive a Manatee County Sheriff's Office contract for public improvements, procurement of goods or services (including professional services) or a Manatee County Sheriff's Office lease, franchise, concession or management agreement, or shall receive a grant of Manatee County Sheriff's Office monies unless such person or entity has submitted a written certification to the Manatee County Sheriff's Office that it has not:

- (1) been convicted of bribery or attempting to bribe a public officer or employee of Manatee County, the State of Florida, or any other public entity, including, but not limited to the Government of the United States, any state, or any local government authority in the United States, in that officer's or employee's official capacity; or
- (2) been convicted of an agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid a fixed price, or otherwise; or
- (3) been convicted of a violation of an environmental law that, in the sole opinion of the Sheriff's Office Purchasing Director reflects negatively upon the ability of the person or entity to conduct business in a responsible manner; or
- (4) made an admission of guilt of such conduct described in items (1), (2) or (3) above, which is a matter of record, but has not been prosecuted for such conduct, or has made an admission of guilt of such conduct, which is a matter of record, pursuant to formal prosecution. An admission of guilt shall be construed to include a plea of nolo contendere; or
- (5) where an officer, official, agent or employee of a business entity has been convicted of or has admitted guilt to any of the crimes set forth above on behalf of such and entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he is an official of the business entity), the business shall be chargeable with the conduct herein above set forth. A business entity shall be chargeable with the conduct of an affiliated entity, whether wholly owned, partially owned, or one which has common ownership or a common Board of Directors. For purposes of this Form, business entities are affiliated if, directly or indirectly, one business entity controls or has the power to control another business entity, or if an individual or group of individuals controls or has the power to control both entities. Indicia of control shall include, without limitation, interlocking management or ownership, identity of interests among family members, shared organization of a business entity following the ineligibility of a business entity under this Article, or using substantially the same management, ownership or principles as the ineligible entity.

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Any person or entity, who claims that this Article is inapplicable to him/her/it because a conviction or judgment has been reversed by a court of competent jurisdiction, shall prove the same with documentation satisfactory to the Sheriff's Office Purchasing Director. Upon presentation of such satisfactory proof, the person or entity shall be allowed to contract with the Manatee County Sheriff's Office.

I UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE CONTRACTING OFFICER OR THE SHERIFF OF MANATEE COUNTY DETERMINES THAT **SUCH PERSON OR ENTITY HAS MADE FALSE CERTIFICATION.**

(Signature)

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20____ by

_____.

Personally known _____ OR Produced identification _____
(Type of identification)

Notary Public Signature My commission expires _____

(Print, type or stamp Commissioned name of Notary Public)

Signatory Requirement - In the case of a business entity other than a partnership or a corporation, this affidavit shall be executed by an authorized agent of the entity. In the case of a partnership, this affidavit shall be executed by the general partner(s). In the case of a corporation, this affidavit shall be executed by the corporate president.

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