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Request for Proposals

TechShare Jail Software Solution

Issued: March 17, 2017

**Proposals Due: April 14, 2017,
5:00 p.m. Central Time**

Table of Contents

1 Introduction.....5

1.1 Background.....5

1.1.1 Texas Conference of Urban Counties.....6

1.1.2 TechShare7

1.1.3 Common Integrated Justice System (CIJS).....7

1.1.4 CIJS Vision8

1.2 Purpose and Goals of This Solicitation.....8

2 Procurement Information10

2.1 Description of This Solicitation10

2.2 Respondent Qualifications.....11

2.3 Procurement Schedule.....12

2.4 Vendor Pre-Proposal Conference.....12

2.5 Written Questions and Official Answers.....13

2.6 Amendment and/or Addenda.....13

2.7 Additional Information.....14

2.7.1 Compliance with RFP14

2.7.2 Waiver of Technicalities14

2.7.3 Modifications to RFP14

2.7.4 Withdrawal of Proposals.....14

2.7.5 Validity of Proposals.....14

2.7.6 Ownership of Proposals; Costs; Deviations.....14

2.7.7 Alternative Proposals14

2.7.8 Proposing Entities15

2.7.9 Prime Vendor and Subcontractors.....15

2.7.10 Rejection of Proposals15

2.7.11 Conflict of Interest15

2.7.12 Confidentiality of Information16

2.7.13 Vendor Contact Information.....16

2.7.14 Contact with Urban County Staff and Member County Officials or Staff16

3 Proposal Submission Instructions17

3.1 Submission Requirements.....17

3.1.1 Delivery Instructions17

3.1.2 Proposal Specifications17

3.1.3 Proposal Submission Checklist17

3.2 Proposal Content and Format18

3.2.1 Front Cover / Title Page18

3.2.2 Completed Proposal Submission Checklist18

3.2.3 Transmittal Letter18

3.2.4	Table of Contents	19
3.2.5	Executive Summary	19
3.2.6	Qualifications of Firm.....	19
3.2.7	References.....	21
3.2.8	Description of Jail Software and/or Development Services Offered	21
3.2.9	Description of Proposed Relationship.....	21
3.2.10	Financial Proposal.....	22
3.2.11	Exceptions to Terms and Conditions	22
3.2.12	Disclosure of Litigation	22
3.2.13	Disclosure of Conflicts.....	23
4	Jail Management System Scope and Requirements	23
4.1	Vision	23
4.1.1	Urban Counties Vision for Integrated Justice Systems	23
4.1.2	Data Sharing	23
4.2	Functional Requirements	23
4.3	Technical Requirements.....	24
5	Proposal Evaluation and Selection.....	25
5.1	Evaluation Process	25
5.1.1	Administrative Compliance	26
5.1.2	Proposal and Software Evaluation (if applicable).....	26
5.1.3	Statement of Work and Final Cost Proposal.....	26
5.1.4	Client Site Visits	27
5.2	Contract Negotiation.....	27
5.3	Evaluation Criteria.....	27
5.4	Notice of Awards	28
6	Terms and Conditions	28
6.1	General	29
6.2	Entire Agreement	29
6.3	Overcharges	29
6.4	Software Ownership.....	29
6.5	Compliance with State, Federal, and Local Laws	29
6.6	Commencement of Work.....	30
6.7	Time of the Essence.....	30
6.8	Default.....	30
6.9	Force Majeure	30
6.10	Termination	30
6.10.1	For Cause	30
6.10.2	No Liability Incurred by Urban Counties	30
6.11	Governing Law	31

6.12 Agreement Amendments.....	31
6.13 Independent Contractor Status.....	31
6.14 Right to Audit.....	31
6.15 Observance of Urban Counties’ Rules and Regulations	31
6.16 Non-Disclosure.....	31
6.17 Publicity.....	32
6.18 Severability	32
6.19 Presentment of Claims	32
6.20 Acceptance of Products and Services	32
6.21 Confidentiality of Information	32
6.22 Insurance	32
6.23 Security for Awarded Vendor’s Performance.....	33
6.24 Non-Discrimination Policy	34
6.25 Standards.....	34
6.26 Delegation of Duties	34
6.27 Conflict of Interest	35
6.28 Assignment by the Awarded Vendor	35
6.29 Disclosure of Litigation	35
6.29.1 Disclosure	35
6.29.2 Assurances	35
6.30 Indemnity	36
6.30.1 Intellectual Property Infringement Indemnity.....	36
6.30.2 Other Indemnities.....	36
6.31 Ownership of Work Product.....	37
6.32 Personnel.....	37
6.32.1 Key Personnel.....	38
6.32.2 Replacement of Personnel at Urban Counties’ Request.....	38
6.32.3 Unauthorized Removal of Key Personnel	38
6.33 Funding Out Clause	38
6.34 Contract Modifications and Change Orders.....	39
6.35 Other Representations and Warranties	39
6.36 Urban Counties Exculpation	40
6.37 News Releases	40
6.38 Survival	40
6.39 Responsibility for Urban Counties Property	40
Appendix A: Jail Management System Requirements Summary (See Attachment)	41/46
Appendix B: Administrative Compliance Checklist.....	42
Appendix C: Client Reference Form	44
Appendix D: Compliance with Terms and Conditions.....	45

1 Introduction

The Texas Conference of Urban Counties (Urban Counties) is a non-profit organization composed of thirty-seven (37) member counties in the state of Texas. Member counties represent approximately 80% of the population of the State of Texas. Urban Counties has initiated a program to combine the efforts of counties to develop and implement enterprise software applications that can be shared by counties. This Request for Proposals (RFP) is a result of that initiative.

The Introduction section of this RFP provides prospective vendors with an overview of Urban Counties' RFP for the TechShare Jail Software Solution.

The topics covered in this section include:

- 1.1 Background on Urban Counties, TechShare, and endeavors leading up to this RFP; and
- 1.2 Purpose of this Solicitation.

An electronic copy of this RFP can be downloaded from <http://cuc.org/techsharejail/>. Select the Download button. Any amendments, addenda or additional information regarding this solicitation, including questions submitted by potential respondents and the responses to the questions, will be posted to this web location.

Potential respondents may subscribe to correspondence related to this solicitation at this same web location. Subscribers will receive notifications through email regarding any changes, additions or information posted to this web location related to this solicitation.

Only information posted to this web location will be considered official. Any other communication, including discussions at the pre-proposal vendor briefing, should be consider as unofficial communication and/or information and not binding on the Urban Counties or any of the individual participating counties.

1.1 Background

There is a major movement underway in Texas counties to improve their justice information systems. The new generation of systems is frequently referred to as integrated justice information systems. This integration occurs at two levels:

- (1) Comprehensive system architecture that serves the needs of all justice-related and law enforcement agencies within a county; and
- (2) Ability to share and exchange a county's justice information with other governmental entities, including other local, state, and federal agencies. By the single entry of data in a county's system, the information is made available to all county justice agencies, as well as to other local, state, and federal agencies.

The need for sharing data is not new. Counties have performed some level of data sharing for a number of years. This sharing has often been accomplished through the laborious, redundant entry of data into different systems, or through specialized software developed to support the data exchange process. However, there are increasing demands for enhanced levels of data exchange and system integration. These demands strain existing systems and processes and often require substantial investments in aging systems built on out-of-date technology platforms.

Over the past ten years, a number of Texas counties have replaced their core justice systems through Urban Counties' TechShare program.

In 2005, several counties collaborated on a competitive procurement that resulted in a contract with Tyler Technologies for the Odyssey justice system modules and components.

In 2007, three large counties and the State of Texas began a collaboration to develop a Juvenile Case Management System (JCMS) that could be shared by all counties across the State. That effort resulted in the implementation of JCMS.Basic and TechShare.Juvenile, a combined software system currently in use in 250 Texas counties.

In 2011, four large counties initiated a collaborative effort to develop a system for Texas prosecuting attorneys. That effort has resulted in the implementation of TechShare.Prosecutor in five large counties. This system includes a separate application for use by defense attorneys to review their cases and related digital multi-media evidence (DME) through a browser-based interface that is in compliance with the statutory provisions of the Michael Morton Act. In addition, a web-based portal allows local law enforcement agencies to submit arrest information, including associated DME, electronically to the county prosecutors.

In 2012, three large counties launched an effort to develop a new court case management system through the TechShare program. Development was completed on the new TechShare.Court application in the fall of 2016. The system has been in use for Justice of the Peace Courts in Potter County (Amarillo, Texas) since May 2016. Projects are underway to implement the software in Dallas and Tarrant (Fort Worth) Counties.

In 2014, the Texas Indigent Defense Commission providing funding for the development, implementation, operation and maintenance of the TechShare.Indigent Defense application, which is now in use in eleven Texas counties. TechShare.Indigent Defense automates the system of attorney appointments for indigent criminal defendants, and provides activity tracking and a mechanism fee submissions and approvals.

In order to provide a complete justice solution for Texas counties, software that addresses jail operations and functions associated with arrests is essential.

1.1.1 Texas Conference of Urban Counties

The Texas Conference of Urban Counties was formed in 1974 by the six most populous counties in Texas: Harris, Dallas, Bexar, Tarrant, El Paso and Travis. The purpose was to provide a forum for urban county commissioners court members to discuss county government issues in urban Texas and to forge a united front with state officials on urban issues. Because Texas has 254 counties, and only a relative handful with urban issues, it was difficult for the statewide county associations to address or devote significant resources to the specific needs of urban counties. Since its inception, Urban Counties' focus has been to advance the unique interests of urban counties in the state policy making process.

Over the years, other urban counties and urbanizing counties have recognized the benefit of belonging to the Conference of Urban Counties. Today there are 37 member counties representing roughly 80% of the population of the state of Texas.

Urban Counties supports and coordinates communications among member counties, studies policies and programs of the State of Texas that affect urban counties, advocates county issues – primarily at the state level – and provides training and education programs appropriate for urban county officials. All services and activities are pursued for benefit of the people of Texas.

For more information on Urban Counties, refer to www.cuc.org.

1.1.2 TechShare

Urban Counties created the TechShare program in 2004. The primary goal of TechShare is to save taxpayers' dollars by providing a means for counties to pool their resources on a voluntary basis to improve and extend the capabilities of each county's information technology (IT) infrastructure and systems. A secondary goal of TechShare is to provide a means for counties to share scarce IT resources that would generally not be available to all members or would be available but at a higher cost.

The TechShare program includes collaborative projects and shared resources. Resources can be shared assets, expertise or services.

TechShare projects are collaborative efforts where participants save money by sharing the cost of a project. A "project" refers to an organized effort with a fixed budget, duration and deliverables that provides value to participating urban counties, such as the Jail software solution project described in this RFP. A project may involve system design, application development or acquisition, asset enhancement, services and other collaborative efforts under the TechShare program. Projects produce deliverables that are defined, accepted, and shared among the participating members.

By sharing information technology resources, counties have access to higher quality systems built to Texas county requirements at a lower cost than if the counties each pursued their own individual technology initiatives.

For more information on Urban Counties' TechShare program, refer to www.cuc.org/technology/.

1.1.3 Common Integrated Justice System (CIJS)

Urban Counties, through its TechShare program, initiated the CIJS project in 2004 in anticipation of member county expenditures of more than \$150 million on separate integrated justice information systems through 2010. The CIJS project replaced many of those separate efforts with a unified process that reduced duplication, leveraged existing work, increased market power, and provided each participating county with a newer justice system at a greatly reduced cost. The initial phases of the CIJS project resulted in a "roadmap" and strategic plan for integrated justice among counties. A comprehensive requirements document was developed that served as the basis for defining the system and technology needs for counties. A competitive procurement was conducted by Urban Counties to determine the best product(s) on the market to meet the requirements for county justice systems

The CIJS project resulted in the acquisition of a contract with Tyler Technologies whereby counties could license the Odyssey justice system modules and components necessary to operate their justice programs.

In the fall of 2010, Urban Counties initiated a project to update the CIJS justice systems strategic plan. The specific focus for the project was adult criminal case management. Eight counties participated in the project. The scope of the project, known as ACMS Phase 1, included:

- ◆ Developing draft rules for the electronic filing of documents to the criminal courts;
- ◆ Updating the CIJS strategic plan; and
- ◆ Preparing project proposal(s) to begin developing the next generation of integrated justice software for the counties in accordance with the new CIJS Roadmap.

During this strategic planning process, project participants ranked the development of a criminal courts system as one of their highest immediate needs. Now that TechShare.Court has been completed and many counties have opted to use Tyler's Odyssey system, counties desire to add a jail component to expand the breadth of the integrated justice system.

1.1.4 CIJS Vision

As part of the ACMS Phase 1 Project, Urban Counties refined and affirmed the vision for providing a common integrated justice system for Texas counties. The vision has been based on the following basic principles:

- Urban Counties will lead a collaborative software definition, design and development process that includes Urban Counties technical staff, participant subject matter experts and technical staff, and vendor-supplied staff when necessary. Design and development costs will be paid by participating counties, with an opportunity to recoup some or all of those costs as additional counties adopt the software.
- The integrated justice system that results from this project will be built on a standards-based platform that can be readily configured to meet the different requirements for "business processing" among the participants and readily integrated with the participants' legacy environments.
- The integrated justice system will be "evergreen," i.e. the system will be kept current with the latest technologies through an evolutionary process. Funding will be provided each year as part of the maintenance and operations budget for this purpose.
- The integrated justice system will be owned and operated by the participating counties so that the counties can collectively "control their destiny" with regard to ongoing operation, maintenance and enhancement of the system.

While these basic principles remain largely intact, this RFP contemplates the development of the TechShare Jail software under a different model. The participating counties are looking for a development partner willing to share financial risk for the timely development of the Jail software within the agreed upon schedule and budget. The counties anticipate contributing staff time and knowledge to the development effort, and may fund TechShare for project administration and, possibly, co-development, testing, and other agreed upon TechShare staff involvement.

1.2 Purpose and Goals of This Solicitation

The purpose of this RFP is to identify, select and contract with an established Respondent that can provide a proven software development capability in the technology platform currently in use in Urban Counties' TechShare program. In order to be selected, the Respondent must be able to provide either:

1. Custom software development, using the TechShare .NET MVC platform already developed for the Juvenile, Prosecutor, Indigent Defense and Court systems; or.
2. An existing application system created for/by a government entity using the .NET framework that delivers high performance for the justice agency(ies) using the application.

Historically and as noted above, the software developed through the TechShare program is owned by the counties that fund the development effort. As the TechShare program has grown,

interest in TechShare software resources has been expressed from outside Texas. In addition to the funding and development of the Jail software, Urban Counties is considering options for a business relationship to address this growing interest for existing TechShare resources in addition to the expected interest in the Jail software. Respondents should include in the response an approach that would help address growing demand for TechShare software resources.

Our goals for this procurement include:

1. Development of a high quality Jail system that meets the requirements contained in this RFP; and
2. A relationship structure with the selected vendor that recognizes the importance to participating counties of:
 - a. Ownership or other permanent rights of Texas counties to operate and maintain the software outside of TechShare if desired;
 - b. Operations and maintenance structure that recognizes the benefits of collaborative decisions for software modifications and that permits users to realize economies of scale from additional users, both in and outside of Texas;
 - c. Attracting additional users to drive economies of scale; and
 - d. Sharing of revenue.

An additional goal of the TechShare Jail software development project will be to deliver initial functionality to participating counties within twelve (12) months of the start of the project. To achieve this goal, functionality will be divided into essential requirements to be delivered as part of the first version of the Jail software component, with other functionality deferred to future versions of the module and/or to other TechShare Justice components.

The high-level scope of the proposed Jail software is outlined in Appendix A to this RFP. The high-level requirements included in Appendix A were developed through a collaborative process that included Bexar, Dallas, Midland, Potter, Tarrant and Travis Counties. As part of the RFP process, Urban Counties will work with selected respondents to develop, prioritize and refine the requirements, depending on the approach offered by the respondent.

There have been some recent solicitations from individual counties in Texas that address complete software solutions for operations and administration of county sheriff departments, including computer aided dispatch and records and resource management systems. While not within scope of the initial software development project, Urban Counties anticipates future interest for these components from participating counties. Potential Respondents may want to reference these independent solicitations to learn more about the comprehensive requirements as perceived by Texas counties for systems that support sheriff department operations.

2 Procurement Information

This section provides details regarding responding to the RFP. Topics covered include:

- 2.1 Description of the solicitation process;
- 2.2 Respondent qualifications;
- 2.3 Schedule of procurement activities;
- 2.4 Pre-Proposal Conference;
- 2.5 Submission of written questions; and
- 2.6 Other important procurement information.

2.1 Description of This Solicitation

This procurement will be conducted through a two-step process. This process is intended to simplify and expedite the procurement process while minimizing the level of effort required from vendors to provide an initial response to this RFP.

In the first step, Urban Counties will evaluate potential vendors and the solutions they propose. This evaluation will be based on the following criteria and/or concepts:

- ◆ Company qualifications;
- ◆ Company's willingness to provide a business relationship that will address Urban Counties' goals; and
- ◆ Company's cost model for licensing and services; and
- ◆ Proposed requirements review/definition and development methodologies; and
- ◆ Baseline costs for the developing the Jail software solution based on summary technical requirements.

The results of the first step in the solicitation process will be the identification up to three (3) Respondent(s) who will be asked to participate in the second step in the procurement process.

In the second step, Urban Counties will work with the selected Respondent(s) to develop agreement(s) and statement(s) of work that describe the business relationship and work to be completed to:

- ◆ Develop, prioritize and finalize detailed requirements and/or user stories;
- ◆ Build out and/or configure the initial version of the Jail software component, to meet the requirements for the first version of the software;
- ◆ Test and deploy the initial version of the Jail software component in an Urban Counties staging environment where thorough testing, including regression and performance testing, can be completed;
- ◆ Implement the initial version of the Jail software component in the production environments provided by the participants. Implementation will include, but will not be limited to, data conversion, configuration, installation, integration, training and on-site implementation support; and
- ◆ Address interest in the Jail software and other TechShare software resources. This may include both Texas and non-Texas entities, dependent on breadth of the proposed relationship.

Where a Respondent has offered to provide an application built on the .NET framework that can serve as a basis for the TechShare Jail software, the second step will also involve Urban Counties and the Respondent developing the details of the rights to the provided application and developing an estimate of the level of effort and cost to add any functionality necessary to complete the first version of the TechShare Jail software and to implement in the participating counties.

The agreement developed during the second step in the procurement will include:

- ◆ Relationship of the Respondent to Urban Counties;
- ◆ Provisions for sharing intellectual property;
- ◆ Risk sharing approach and methodology;
- ◆ Cost sharing approach and methodology;
- ◆ Revenue sharing approach and methodology; and
- ◆ Contract terms and conditions.

The statement of work developed during the second step in the procurement will include:

- ◆ Descriptions of the work to be completed
- ◆ Requirements for the software to be completed in the initial version;
- ◆ Duties and responsibilities of the parties;
- ◆ Methodologies for configuration, development, testing, implementation and support;
- ◆ Staffing plans;
- ◆ Performance requirements and service level agreements;
- ◆ Other related elements that will contribute to the overall success of the project; and
- ◆ Project costs.

The Agreement and Statement of Work will be evaluated based on:

- ◆ The benefits of the proposed relationship to participating Texas counties;
- ◆ Completeness of the proposed solution;
- ◆ Subject matter and technical expertise of the Respondent's proposed technical personnel that will be assigned to the project;
- ◆ Resources required from Urban Counties and participants; and
- ◆ Cost.

2.2 Respondent Qualifications

Respondents must have demonstrated experience delivering large scale justice systems, with justice experience in Texas preferred.

The following requirements must be met by a Respondent to be considered for award:

- ◆ Established experience and demonstrated expertise building and maintaining high-transaction-volume systems in the justice domain;
- ◆ Sufficient capacity, including qualified personnel, to address multi-jurisdictional interest in TechShare software resources; and
- ◆ Strong financial security that ensures that the Respondent will meet its obligations over the period of the proposed agreement.

2.3 Procurement Schedule

The following table presents the planned schedule for selecting the vendor to provide the products and services contained in this RFP. Urban Counties retains the right to adjust the schedule in any manner it deems appropriate. Adjustments to the schedule will be announced to all prospective Respondents that have expressed interest by attending the vendor pre-proposal conference.

Activity	Date(s)
Release RFP to vendor community	March 17, 2017
Conduct Pre-proposal conference	March 24, 2017, 3:00 p.m.
Deadline for vendor questions	March 29, 2017, 5:00 p.m.
Issue responses to vendor questions	March 31, 2017, 5:00 p.m.
Proposals due	April 14, 2017, 5:00 p.m.
Evaluate Proposals, Conduct technical software evaluations, and select Respondent finalists	April 28, 2017 (Target Date, Subject to Change)
Conduct discussion(s) of requirements for the Jail software and implementation services with finalist(s)	May 1 through 19, 2017 (Target Date; Subject to Change)
Conduct Respondent presentations for participating Counties	May 22 through 24, 2017 (Subject to Change)
Final Agreement, Cost Proposal and Statement of Work, including software development and implementation services, due	June 1, 2017 (Subject to Change)
Conduct contract negotiations	June 1 through 16, 2017 (Subject to Change)
Award contract	To Be Determined

2.4 Vendor Pre-Proposal Conference

A vendor pre-proposal conference will be held to provide an opportunity for vendors to ask questions and obtain additional information about this RFP. Attendance at this conference is optional. Materials summarizing the pre-proposal conference will be posted on Urban Counties' website following the meeting.

LOCATION: TechShare Development Center
3300 Duval Road, Suite 250
Austin, TX 78759

DATE: March 24, 2017

TIME: 3:00 p.m. Central Time

WEB LOCATION: <https://www2.gotomeeting.com/join/367298874>

CONFERENCE PHONE INSTRUCTIONS:

The procedures for joining this meeting via conference call are:

- From any phone, call **888.236.9224**;
- You will be prompted to enter a numeric guest code. The code is **960408**;
- You will be prompted to speak your name. Please record your name at this time;
- You will now be connected to the call.

If you need to mute your line (due to static or other background noise) you may push the # (Pound) symbol at any time. This will turn the mute feature on and off.

2.5 Written Questions and Official Answers

Questions specific to the project or RFP may be submitted by e-mail to Urban Counties at TechShare@cuc.org. Telephone inquiries, faxes and personal meetings will not be accepted. Contacting representatives of member counties directly by any means is not permitted and may result in vendor disqualification.

All communication and requests to Urban Counties, other than as allowed at the Pre-Proposal Conference, must be submitted in writing via email. Clarifications and/or modifications to the RFP must be in writing to be considered official; all oral representations are considered unofficial. If a vendor receives an oral statement from Urban Counties that it seeks to make official, a request to modify this RFP must be submitted in writing via email to Urban Counties. All modifications to this RFP will be in the form of an RFP addendum. It is the responsibility of each vendor to check the Web site periodically for addendums to the RFP.

Official responses to vendor questions that are submitted prior to the deadline for submitting written questions will be posted on the project Web site, www.cuc.org (select "Technology" from the menu bar, then "Jail Management System RFP Questions and Responses" in accordance with the procurement schedule.

2.6 Amendment and/or Addenda

Urban Counties reserves the right to amend this solicitation and/or issue Addenda to this solicitation at any time. Any amendment and/or addendum will be posted to the web location noted above. It is the responsibility of potential respondents to monitor the web location to obtain additional information regarding this solicitation.

2.7 Additional Information

This section provides additional information pertinent to this solicitation of which each Respondent needs to be aware and with which each Respondent must comply.

2.7.1 Compliance with RFP

Each Respondent to this RFP must read and thoroughly examine the entire RFP. Failure of the Respondent to read and thoroughly examine the RFP will not excuse any failure to comply with the requirements of the RFP or any resulting contract, nor shall such failure be a basis for claiming additional compensation. Failure to comply with the requirements contained in this RFP may result in the rejection of the proposal.

2.7.2 Waiver of Technicalities

Urban Counties reserves the right to accept or reject any or all proposals, waive informalities and minor technicalities, modify the provisions in this RFP, accept the proposal considered most advantageous and award to the responsive Respondent providing Urban Counties with the best value. Additionally, all Respondents are hereby notified that Urban Counties shall consider all factors it believes to be relevant in the selection of the most responsive proposal providing Urban Counties the best value including but not limited to the ability to perform the agreement.

2.7.3 Modifications to RFP

Urban Counties reserves the right to alter, amend or modify any provisions of this RFP, or to withdraw this RFP at any time prior to the award of a Contract, if it is determined by Urban Counties to be in the best interest of Urban Counties to do so.

2.7.4 Withdrawal of Proposals

Respondents may not withdraw their proposals after the closing time for submission of proposals without the written consent of Urban Counties.

2.7.5 Validity of Proposals

Proposals shall be valid for a minimum of 180 days from the proposal submission due date to allow time for evaluation, selection, and any unforeseen delays. Should Urban Counties elect to request a Final Cost Proposal, proposals and Final Cost Proposals shall be valid for a minimum of 180 days from the Final Cost Proposal due date.

2.7.6 Ownership of Proposals; Costs; Deviations

Proposals and any other information submitted by Respondent in response to this RFP shall become the property of Urban Counties. Urban Counties will not provide compensation to Respondents for any expenses incurred by the Respondents for proposal preparation, product evaluations or demonstrations that may be made, unless otherwise expressly agreed by Urban Counties in writing and signed by an Urban Counties representative with authority to bind Urban Counties. Proposals which are qualified with conditional clauses, alterations, items not called for in the RFP documents, or irregularities of any kind are subject to disqualification by Urban Counties at its option.

2.7.7 Alternative Proposals

Alternative proposals from the same Respondent are acceptable. Alternative proposals shall be clearly marked "Alternative" with the proposed alternative clearly defined and all pricing/cost advantages included, if applicable.

2.7.8 Proposing Entities

Respondents electing to team with other vendors to provide a combined system solution shall submit complete responses for each of the areas of proposed products and services. Each response shall be executed by only one entity, such as a corporation, managing partner of a general or limited partnership, joint venture, or other recognized legal entity. Co-proposing by separate legal entities is not allowed. However, a Prime Vendor using subcontractors is an authorized arrangement, provided any subcontractors have been identified and Urban Counties has not objected. Failure by Urban Counties to object to a particular vendor at any time shall not be deemed a waiver of Urban Counties' right to object to or disapprove of such subcontractors at a later time.

2.7.9 Prime Vendor and Subcontractors

Urban Counties requires that the Prime Vendor for this proposal be the vendor supplying or developing the software solution or, if more than one software vendor is participating in the proposal, the vendor supplying the majority of the software.

If a vendor expects to subcontract any part of the products or service offering, the vendor must clearly identify all subcontractors performing work on this project and their role and assignments for this proposal. All subcontractors' roles must be identified in the Respondent's project team organization.

The Respondent must provide a statement from each subcontractor, signed by an individual authorized to legally obligate the subcontractor, attesting to the fact that the subcontractor has read the proposal and will provide the services represented therein. The Prime Vendor must agree in its proposal to accept full responsibility for the performance of any subcontractor.

All terms and conditions that apply to the Respondent apply to the subcontractor. Each subcontractor may be required to submit ownership information as required by the Respondent. The Respondent must disclose, at Urban Counties' request, any information regarding subcontractors.

2.7.10 Rejection of Proposals

Proposals that are incomplete or are unclear as to compliance may be rejected. In addition, Urban Counties reserves the right to accept or reject in whole or in part any proposals submitted, and to waive minor technicalities when in the best interest of Urban Counties. Proposals may be disqualified for reasons including, but not limited to, the following:

1. References, Urban Counties, or any member counties report unsatisfactory experience with the Respondent or subcontractor(s);
2. Collusion among Respondents;
3. Failure to comply with, or inclusion of terms and conditions in conflict with, the terms of this RFP; or
4. Failure to meet minimum response requirements established in the RFP.

2.7.11 Conflict of Interest

The Respondent shall certify in writing in its proposal that no relationship exists between the Respondent and Urban Counties or any of its member counties that interferes with fair competition or is a conflict of interest, and no relationship exists between the Respondent and another person or organization that constitutes a conflict of interest with respect to a contract with Urban Counties.

The Respondent shall provide assurances in its proposal that it presently has no interest and shall not acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services if awarded a contract pursuant to this RFP. The Respondent shall also provide assurances that no person having any such known interests shall be employed during the performance of such contract. A conflict may include, but not be limited to, development of a competing software system or other IT product.

2.7.12 Confidentiality of Information

Unless required to release such information by applicable law or court order, proposals submitted will be deemed confidential until any announcement regarding the selection or rejection of a proposal has been made. However, once a proposal has been accepted or rejected, it may be subject to release in accordance with the provisions of Chapter 552 of the Texas Government Code (the Public Information Act, "the Act"). In order to permit the Respondent to protect confidential information submitted by the Respondent in support of a proposal, the Respondent must clearly designate any information it believes to be exempt from disclosure under the Act as "Confidential." The Respondent acknowledges and agrees that Urban Counties and its members shall have no liability to the Respondent or any other person or entity for disclosure of information in accordance with the Act. It is the Respondent's sole obligation to advocate the confidential or proprietary nature of any information it provides in its proposal. Respondents should understand and be aware that the Texas Attorney General may determine that all or part of the claimed confidential or proprietary information should be disclosed. Urban Counties shall not advocate the confidentiality of the Respondent's material to the Texas Attorney General or to any other person or entity.

2.7.13 Vendor Contact Information

Respondent shall designate one person that shall serve as contact for all matters pertaining to its proposal. In absence of such designation, the person who signs the proposal shall be deemed the Respondent Contact. The name and telephone number of the Respondent Contact must be prominently displayed in the Transmittal Letter and the proposal itself. If desired, additional contact persons may be identified who can answer questions for specific topics.

2.7.14 Contact with Urban County Staff and Member County Officials or Staff

As stated in Section 2.5, potential Respondents may submit written questions related to this RFP and the project to Urban Counties. Upon issuance of this RFP, employees and representatives of Urban Counties and member counties will not answer questions or otherwise discuss the contents of this RFP with any potential Respondents or their representatives except as contemplated in the process set forth in this RFP. Failure to observe this restriction may result in disqualification from this and any subsequent solicitation. This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.

2.7.15 No Guaranteed Award, Future Work, or Level of Participation

Urban Counties may cancel this procurement at any time prior to award or may choose to procure through another method. Counties are not required to exercise their option to procure through the resulting contract. No county will be bound to purchase or otherwise pay for the TechShare Jail software. Urban Counties and/or its member counties reserve the right to acquire services outside of this contract.

3 Proposal Submission Instructions

3.1 Submission Requirements

3.1.1 Delivery Instructions

Qualified Respondents are invited to submit proposals in accordance with the requirements outlined in this document. The proposals are required to address all aspects of this RFP and must be submitted on or before the date and time specified in Section 2.3 to:

Texas Conference of Urban Counties
Attention: Charles Gray
500 West 13th Street
Austin, TX 78701

Proposals may be mailed or hand-delivered, but must be physically received by Urban Counties as specified. A vendor that submits a proposal by mail should allow sufficient mail handling time to ensure timely delivery of the proposal to the submission location. No extension of time will be granted for submissions. Proposals submitted by email, facsimile transmission, or any other form of electronic submission are not allowed. **Proposals received after the submission deadline will be rejected and returned unopened to the sender.**

3.1.2 Proposal Specifications

Proposals must comply with the following standards:

The proposal must be clearly labeled.

Respondents must submit one (1) signed original and five (5) additional printed copies of the Proposal (total of six (6) printed copies);

All copies of the proposal must be in three-ring binders and tabbed with dividers as specified in the proposal submission checklist;

Each page of the proposal must be clearly and uniquely numbered;

Respondents must submit two (2) electronic copies of their proposals on separate media. The body of the proposal must be formatted using either MS Word™ 97 or higher or using Adobe Acrobat PDF/A format. All spreadsheets must be submitted in MS Excel™ 97 or higher format and may additionally be submitted in Word or PDF/A format;

All packages/boxes containing a Respondent's proposal must clearly reference the name of this RFP as indicated on the Cover Page of the RFP and be numbered individually and in total (i.e., Box 1 of 3.);

The signed original must be clearly labeled "Original" on the front cover.

Any conflict between the paper original and any printed or electronic copy will be resolved by accepting the information provided in the proposal marked "original."

3.1.3 Proposal Submission Checklist

The following checklist is provided to aid the Respondents in ensuring a proper proposal submission in the mandatory format.

Tab Section #	Mandatory Proposal Component	RFP Reference	Completed (Y/N)
-	Title Page	3.2.1	
-	Completed Proposal Submission Checklist	3.2.2	
-	Transmittal Letter	3.2.3	
-	Table of Contents	3.2.4	
1	Executive Summary	3.2.5	
2	Company Profile / Subcontractors	3.2.6	
3	References	3.2.7	
4	Description of Jail Software and/or Services Offered	3.2.8	
5	Description of Proposed Relationship	3.2.9	
6	Financial Proposal	3.2.10	
7	Exceptions to Terms and Conditions	3.2.11	
8	Disclosure of Litigation	3.2.12	
9	Disclosure of Conflicts of Interest	3.2.13	

3.2 Proposal Content and Format

The proposal must be complete and comprehensive. Respondent must provide the following information in its proposal in order to be considered acceptable. Each page of the proposal must be clearly and uniquely numbered. Each proposal must be organized with tabs as listed in the proposal submission checklist.

3.2.1 Front Cover / Title Page

The title page must be placed as the front cover and/or notebook insert and include:

- ◆ “TechShare Jail Proposal”
- ◆ Name and address of the Respondent (Prime Vendor)

3.2.2 Completed Proposal Submission Checklist

The Respondent is to include a completed Proposal Submission Checklist, found in Section 3.1.3, above.

3.2.3 Transmittal Letter

The letter of transmittal must be limited to two (2) pages and must include:

A brief statement of the Respondent’s understanding of the project and the work to be done and a summary of the proposed features of the solution;

The names, titles, addresses, and telephone numbers of the individuals who are authorized to make representations on behalf of the Respondent;

A statement that the entire proposal and the price contained therein shall be binding upon the Respondent in all respects for a period of 180 days from the due date of the Final Cost Proposal (FCP), or from the proposal submission due date if no FCP is requested;

A statement indicating which Respondent, if multiple vendors are proposing jointly, intends to act as primary contractor for proposal evaluation questions and the delivery and maintenance of all post-proposal correspondence;

A statement that the person signing the transmittal letter is authorized to legally bind the Respondent; and

The name, telephone number and signature of person(s) authorized to legally bind the Respondent. This person(s) will be the Respondent Contact for all matters pertaining to Respondent's proposal.

3.2.4 Table of Contents

Each proposal shall be submitted with a table of contents that clearly identifies and denotes the location of each section and sub-section of the proposal. Additionally, the table of contents should clearly identify and denote the location of all enclosures and attachments to the proposal.

3.2.5 Executive Summary

The executive summary must be limited to no more than five (5) pages and must provide a concise summarization of the vendor's qualifications, the proposed relationship structure, and the products and services being proposed to meet the requirements of this solicitation.

3.2.6 Qualifications of Firm

3.2.6.1 Company Profile

All vendors participating in any part or phase of the proposed solution are expected to provide information to indicate that they have the capacity and experience to provide the products and/or services requested in the RFP. The proposal must include a Company Profile for each submitted vendor, including the Prime Vendor and all subcontractors.

Specifically, the Respondent is to provide:

- ◆ An overview and brief history of the firm, year founded and any previous names of the company, legal status (e.g., corporation, limited partnership, sole proprietorship) and a description of what uniquely qualifies the firm for this project.
- ◆ Information regarding the vendor's experience including:
 - Vendor's justice-related products or projects;
 - Experience with Justice solutions, if any;
 - Number of vendor employees by function assigned to justice solutions;
 - All clients utilizing vendor's justice-related products;
 - Number of users at each client; and
 - Sites and experience in Texas counties.

- ◆ Information to demonstrate financial stability and performance, operational history, and corporate biography, and the firm's ability to meet the financial responsibilities associated with conducting this project, including:
 - The most recent two (2) years audited financial statements of the vendor and all subcontractors, including an audit opinion. If a vendor does not have audited financial statements, the most recent two (2) years income (profit and loss) statements and balance sheets must be submitted; and
 - The most recent Dun & Bradstreet (D&B) Business Information Report™ for the vendor, dated no earlier than December 31, 2016 or a statement from the vendor certifying they are not registered with D&B.
- ◆ Information to describe the vendor's capacity to fulfill the requirements of this procurement, including:
 - In this section, the Respondent must also provide evidence of the vendors' ability to staff both jail software development and its other business engagements concurrently. Vendors must discuss the number of staff who could be available to work on system development and their applicable experience with designing and developing systems from scratch or with the software product(s) proposed by vendor. In addition, the Respondent shall discuss its staffing approach in the event of multiple concurrent engagements, including any roles that could be shared by TechShare staff and participating counties. Urban Counties is requiring that the selected vendor agree to a collaborative software development, implementation and support approach. Respondents should describe how their approach and staffing can be best leveraged to achieve the desired collaborative approach.
 - Organization chart and structure, identifying key executives and decision-makers who will be working with Urban Counties;
 - Organization chart and structure of the vendor's technical staffing including, but not limited to, software development, software support, training, implementation, data conversion and the like;
 - Organization chart showing relationships with any subcontractors who may be included in the vendor's proposal illustrating the duties and responsibilities and reporting relationships for the potential subcontractors.

3.2.6.2 Subcontractors

As described above, multiple vendors may comprise one proposal, with the vendor providing the majority of the proposed software designated as Prime Vendor. Respondents must provide in their proposal in table format:

A concise list of all vendors participating in the proposal, with designation of which vendor is the Prime Vendor;

Brief description of the role that the vendor has in the proposed solution;

Contact information for each vendor, including name of principal contact(s) for that vendor, address, phone number, fax number and email address.

Also, this section must include a letter of authorization from each subcontractor addressed to the Prime Vendor, authorizing the Prime Vendor to include that subcontractor in the proposal. The letter must be signed by an official authorized to make binding agreements for the subcontractor.

3.2.7 References

Each Respondent, including the Prime Vendor and all subcontractors, must provide at least three (3) references for their products or for projects. References must be submitted using the template provided in Appendix D.

If Respondent is proposing an existing application system as a starting point for the Jail software solution, references must include at least one client using the system. The client should be of a size comparable to the largest counties in Texas; or Respondent should provide documentation from an independent validation process that clearly shows that the product can scale to the required performance levels.

Urban Counties may directly contact references provided by the vendor at any point during the evaluation process.

3.2.8 Description of Jail Software and/or Development Services Offered

The Respondent should fully describe the project to develop the Jail software as part of the TechShare integrated justice system. The description should specify whether the Respondent is offering software development or providing an application that has already been developed by the Respondent for another jurisdiction.

The Respondent should fully describe the proposed approach and methodologies for requirements review & definition, software development and quality assurance.

The Respondent will comply with all of the technical specifications set forth in Section 4.3, Technical Requirements. The Respondent must describe how the Technical Requirements are addressed in an offered existing application.

Respondent may propose an existing application system as a starting point for the Jail software solution as long as the Respondent and/or “owner” of the proposed software is willing to comply with the terms of shared ownership with the participating counties as contemplated in this solicitation.

Although the scope of this RFP is limited to the Sheriff Department component of integrated justice, Urban Counties is keeping an eye to the future during the evaluation and selection of vendors for this proposal. In this section, the Respondent is required to describe its approach to collaborating with Urban Counties technical staff on future related efforts. This section will include discussion of the Respondent’s ability to support development, maintenance, operation and support of TechShare resources across jurisdictions.

Urban Counties invites Respondents to discuss options to the specified technical environment that could benefit Urban Counties in terms of cost, efficiency, adherence to standards, and the like.

3.2.9 Description of Proposed Relationship

The Respondent should describe the proposed relationship between Urban Counties, participating counties, and Respondent. Matters to be addressed, if applicable to the proposal, include:

- ◆ Relationship of the Respondent to Urban Counties and participating counties;
- ◆ Roles and responsibilities;
- ◆ Provisions for “sharing” intellectual property, including ownership, license or other use rights;
- ◆ Risk sharing approach and methodology;
- ◆ Cost sharing approach and methodology; and

- ◆ Revenue sharing approach and methodology.

The participating counties intend to own and/or control the Jail software developed pursuant to the contract negotiated with the successful Respondent. If the Respondent is not able to convey ownership, the Respondent should describe the approach proposed to address the desired goal of permitting participating counties to operate and maintain the software independent of third parties if desired, including any conditions which would have to be met.

3.2.10 Financial Proposal

Urban Counties expects the financial proposal to set forth the proposed funding source(s) for development of the jail software, including all costs or the methodology for determining costs, to Respondent, Urban Counties, and participating counties. Further, a cost model for implementation and on-going operations and maintenance over the proposed contract term should be detailed.

The financial proposal shall specify the types of resources the Respondent expects will be provided by Urban Counties and/or participating counties and the responsibilities for each, such as subject matter experts, quality assurance, and the like.

The Respondent shall include the cost of any software tools or third party applications necessary to develop, implement and operate the Jail software as proposed.

If the Respondent is selected for preparation of a Final Cost Proposal and Statement of Work, the total costs for both the software provided (if any) and the services to be performed must be included in the Final Cost Proposal.

There should be no limitation on the number of instances, installations or usage of the software at each of the participating locations.

3.2.11 Exceptions to Terms and Conditions

The Respondent must confirm its acceptance of the terms and conditions set forth in Section 6 of this RFP by completing Appendix D, Compliance with Terms and Conditions. This form may also be used to describe any potential clarifications or exceptions to the terms and conditions and may be used to recommend modifications. Urban Counties, at its option, may accept or reject any or all proposed modifications. Urban Counties will not view favorably any later requests for clarifications or exceptions to the terms and conditions that Respondent does not include in Appendix D.

3.2.12 Disclosure of Litigation

Each Respondent must include in its proposal a complete disclosure of any pending or prior criminal charges, investigations or proceedings involving the Respondent (and each subcontractor included in the Respondent's response) or any of its/their officers or directors. In addition, each Respondent (and each subcontractor included in the Respondent's response) must include in its proposal a complete disclosure of any civil litigation, arbitration or proceeding to which it is a party and which is pending or was concluded within seven (7) years from the date of this RFP. This is a continuing disclosure requirement. Any such litigation, investigation, arbitration or other proceeding commencing after the submission of a proposal must be disclosed in a written statement to Urban Counties' contract administrator within 15 days of its occurrence. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such.

3.2.13 Disclosure of Conflicts

The Respondent shall certify in writing in its proposal that no relationship exists between the Respondent and Urban Counties or any of its member counties that interferes with fair competition or is a conflict of interest, and no relationship exists between the Respondent and another person or organization that constitutes a conflict of interest with respect to a contract with Urban Counties.

The Respondent shall provide assurances in its proposal that it presently has no interest and shall not acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services if awarded a contract pursuant to this RFP. The Respondent shall also provide assurances that no person having any such known interests shall be employed during the performance of such contract. A conflict may include, but not be limited to, development of a competing software system or other IT product.

4 Jail Management System Scope and Requirements

4.1 Vision

4.1.1 Urban Counties Vision for Integrated Justice Systems

The Urban Counties' Jail Management System Project is based on a vision for a common integrated justice solution that can be used by all counties in Texas, as discussed in Section 1 above. This RFP requests responses for a subset of the overall vision – Jail Management – but Urban Counties is looking towards a future of additional modules that will comprise a fully integrated solution for county sheriff justice needs. Therefore, Urban Counties wants to build a relationship with a partner who shares that vision and will be able to bring more than a Jail Management solution to the partnership.

Urban Counties recognizes that its individual members are currently at various points along the continuum of integrated justice solutions. Many counties have already implemented components provided by the Urban Counties. Some counties have completely integrated solutions that were developed over time, in-house by county staff. Some have integrated justice solutions that were provided by vendors. Others have a "best of breed" solution that brings together products and components from a variety of sources to address their justice needs. The intent of this procurement is to continue the path to a common integrated justice platform for counties in Texas and to reduce costs through sharing of resources among participants.

4.1.2 Data Sharing

A primary focus for the Jail Management System will be integration. The system, when it is complete, will provide components to ensure integration of all software as part of the overall Justice System.

4.2 Functional Requirements

In 2004/2005, during Phase II of the CIJS project, the participating member counties collaborated on developing business use cases for all integrated justice components. In 2009, the Jail Management System components were refined through work with Bexar and Dallas Counties through the TechShare program. In parallel with the activities related to the RFP process, the participating counties are updating the Jail Management System requirements to

develop a scoping document that can be used during contract discussions with selected Respondents.

During the second stage of this procurement, some Respondents will be asked to review the revised requirements as part of the process for preparing the Final Cost Proposal and Statement of Work.

4.3 Technical Requirements

The technical environments for the participating counties are heterogeneous, so the Jail software solution will be required to operate in a variety of infrastructure and product mixes. This will require that the Jail software to have a strong mix of functional and technical components that will support implementation, integration and operation of the software in complex environments.

The basic technical requirements for the Jail software include, but are not limited to, the following:

General

- 4.3.1 The architecture must have proven scalability for large jurisdictions while flexible enough to operate in small and mid-size counties.
- 4.3.2 The preferred code base is .NET Framework 4.5 or higher. C# is the preferred language.
- 4.3.3 The architecture must support multi-tenancy as a first level consideration.
- 4.3.4 The architecture should support cloud infrastructure beyond an IaaS deployment, while still maintaining the ability to run on premises within a county's existing infrastructure.
- 4.3.5 The architecture should be built using best practices and designs including:
 - Keep design patterns consistent within each layer
 - Do not duplicate functionality within an application
 - Prefer composition to inheritance
 - Establish a coding style and naming convention for development
 - Maintain system quality using automated unit tests during development
 - Keep crosscutting code abstracted from the application business logic.
 - Define a clear contract for components
 - Separate the areas of concern

Presentation

- 4.3.6 The architecture must be able to support multiple user interface platforms including modern web browsers and Windows clients. Flexibility for use with touch screen and mobile devices is strongly desired.

Application

- 4.3.7 The business logic must be decoupled from the presentation logic.
- 4.3.8 The architecture must provide for configurable workflow, scheduling and content management functionality and/or interfaces with third party solutions which provide this functionality.
- 4.3.9 The architecture must provide reporting and forms management tools and/or interfaces to third party solutions which provide this functionality.
- 4.3.10 The architecture must support the ability to integrate with a 3rd party application for user authentication and authorization.
- 4.3.11 The architecture must support the ability to audit all transactions.

Integration

- 4.3.12 The architecture must support integration with 3rd party applications using best patterns and practices.
- 4.3.13 The architecture must be able to operate in a service oriented architecture as a first class participant.
- 4.3.14 The architecture must support the ability to expose and consume messages sent to/from 3rd party application using xml based messages over http(s).
- 4.3.15 The architecture should support the National Information Exchange Model (NIEM) as the schema for all xml messages used to integrate with 3rd party applications.

Persistence

- 4.3.16 The architecture must support Microsoft SQL Server 2012 or higher release as the database management system. Support for other database management systems would be beneficial but not required.
- 4.3.17 The database schema must be tuned for performance, and have a proven installation in at least one other large jurisdiction of similar size to the participating counties.
- 4.3.18 The database schema should be relational in nature.
- 4.3.19 Business logic should be kept to a minimum in the persistence layer.

5 Proposal Evaluation and Selection

The evaluation process for this RFP is depicted below and then explained in more detail.

5.1 Evaluation Process

The evaluation process consists of three phases:

- 5.1.1 Administrative Compliance;
- 5.1.2 Proposal; and

5.1.3 Agreement/Statement of Work/Final Cost Proposal.

This section describes the evaluation process and criteria that will be used in this procurement.

5.1.1 Administrative Compliance

In developing this RFP associated with this procurement effort, Urban Counties established the procedural and administrative requirements that all proposals must meet as part of the initial administrative compliance review. The mandatory requirements include administrative submission requirements, mandatory RFP compliance requirements, and adherence to general instructions for proposal preparation. A proposal must meet these requirements to receive further consideration. (Note: the Administrative Compliance assessment is performed only once). Each proposal will either be accepted into the next phase for evaluation or rejected from further evaluation.

The Administrative Compliance review will be conducted using the Administrative Compliance Checklist shown in Appendix B. This checklist lists the elements required by Urban Counties specified in this RFP.

Once all proposals have been reviewed for Administrative Compliance, a determination will be made whether to accept or reject each proposal. When the results of the Administrative Compliance review are determined, the accepted proposals will move into the next phase of the evaluation process. Because this review involves only a “pass” or “fail” determination, no score is applied or carried into the detailed evaluation process.

5.1.2 Proposal and Software Evaluation (if applicable)

Those proposals that are in administrative compliance will be evaluated for responsiveness to Urban Counties’ needs. Urban Counties intends to award the contract to the Respondent whose proposal best meets the evaluation criteria listed in Section 5.3, Evaluation Criteria, and reflects the best value to the participating counties.

All proposals will be evaluated and assigned a score against the evaluation criteria. Respondents having the highest scored proposals may be asked to provide an oral presentation and technical presentation of the software platform. If selected, each presentation will be scheduled for no more than two (2) full days. Urban Counties will provide an agenda and technical demonstration criteria, if applicable, prior to each Respondent’s presentation.

After all Respondent presentations have been completed and the Respondents have completed the Requested Statement of Work and Final Cost Proposal, the proposals will be scored again. For this scoring, Urban Counties will consider all information contained in the proposals, obtained from references, oral presentations, and any other information obtained through this procurement process.

5.1.3 Statement of Work and Final Cost Proposal

Based on the total score of the Proposals from the first phase of the evaluation, Urban Counties will meet with one or more Respondent(s) to discuss the requirements for submission of the Statement of Work and Final Cost Proposal. Following the discussions, Urban Counties will issue a written request for a Statement of Work and Final Cost Proposal to one or more Respondents. The request will include a specified date and time for submission of material. The discussion process may include a demonstration of the software platform for the participating counties or their representatives on the evaluation team.

Following the evaluation of Statements of Work and Final Cost Proposals, Urban Counties will enter into contract negotiations with one or more Respondent(s) whose offers provide the best value for the participants.

Respondents are cautioned to propose their best possible offers at each step in the process as there are no guarantees that Respondents will be asked to negotiate based on their submissions.

Urban Counties reserves the right to ask Respondents to elaborate or clarify specific aspects of their offers. Clarification may take the form of written responses to questions or meetings to discuss the RFP and/or the Respondent's proposal.

5.1.4 Client Site Visits

Urban Counties may request the Respondent arrange for site visits of specified clients. Site visits will be conducted at Urban Counties' option and are not required to complete the evaluation process. Urban Counties will notify the Respondent of Urban Counties' intent to conduct site visits in ample time for the Respondent to make arrangements with the specified clients. The Respondent will not be invited to participate in the client visits; meetings will be limited to Urban Counties project participants.

5.2 Contract Negotiation

Following the decision of Urban Counties on selection of the successful Respondent(s), Urban Counties will conduct contract negotiations. Urban Counties reserves the right to negotiate with one or more Respondents and to make any modifications to the requirements and terms and conditions set forth in this RFP deemed necessary, provided such modifications do not constitute a substantial change. If Urban Counties is unable to negotiate a satisfactory contract with a Respondent, negotiations with that Respondent will be terminated. Urban Counties reserves the right to award the contract to any Respondent at any point in the contract negotiation phase.

5.3 Evaluation Criteria

Following are the criteria that will be used to evaluate vendor proposals, including the number of points out of a total of 500 points that have been assigned to each of the evaluation areas.

Completeness of Solution (200 points)

Proposals will be evaluated and scored based on the completeness of the Respondent's proposal. This includes the evaluation of the Respondent's proposed platform, project approach, viability and staffing. The score for this section also includes the Respondent's initial Proposal, supplemental materials provided, presentations and Statement of Work. The score for this section will include evaluation of the Respondent's proposal in regard to meeting Urban Counties' goal of owning or otherwise controlling the Criminal Courts Module and other work product developed pursuant to the contract awarded under this RFP. Preference will be given to the Respondents who are willing to align their response with the overall goals of Urban Counties regarding ownership and/or control.

Vendor Qualifications (200 points)

Proposals will be evaluated and scored based on Respondent’s response including experience in the justice arena, government experience, county experience, established client base, years in business and proven solution. This criterion also includes the evaluation of the vendor key staff knowledge, skills and abilities as part of the Statement of Work.

Final Cost Proposal (100 points)

Final Cost Proposals will be evaluated and scored based on consistency with the proposal and Statement of Work. Any inconsistencies discovered during the review of the Final Cost Proposals may be addressed through adjustments to the anticipated costs at the discretion of Urban Counties. Final Cost Proposals will be evaluated for potential leveraging of Urban Counties development staffing, and may be adjusted accordingly. Any Final Cost Proposal that is incomplete or contains significant inconsistencies or inaccuracies may be rejected.

The lowest total cost proposal will receive 100 points. Remaining proposals under evaluation will receive points based on the following formula:

$$\text{Cost Points} = \frac{\text{Cost of Lowest Cost Proposal}}{\text{Cost of Proposal Under Evaluation}} * \text{Maximum Cost Points}$$

For Example:				
91	=	$\frac{\$250,000}{\$275,000}$	*	100

5.4 Notice of Awards

The award for this RFP will be posted on www.cuc.org (select “TechShare” from the left menu bar, then “Criminal Courts RFP Award” under the “Adult Case Management System (ACMS)” section) upon execution of a contract.

Any actual or prospective Respondent who is aggrieved in connection with this RFP, evaluation, or award of a contract may formally protest to Urban Counties by contacting Mr. John B. Dahill, Urban Counties General Counsel.

6 Terms and Conditions

This section describes the terms and conditions applicable to this RFP and to be included in any contract that may result from this RFP (the "Contract"). By providing a binding signature of intent to comply with these terms and conditions in Appendix D, Compliance with Terms and Conditions, each Respondent acknowledges its acceptance of these terms and conditions as well as the additional procurement-related terms and conditions documented in Section 2, Procurement Information, as well as all other provisions set forth in this RFP, and agrees that these provisions will be included in any resulting contract. If a Respondent takes exception to a provision, the Respondent must explicitly identify the sub-section of the term or condition, state the reason(s) for the exception and set forth in Appendix D of its proposal the specific contract language it proposes to include in place of such provision. It is mandatory that a completed Appendix D be included in the proposal. Proposals that do not contain Appendix D, Compliance

with Terms and Conditions, will be deemed by Urban Counties to be non-responsive and will be rejected. Exceptions and alternatives will be considered in the evaluation process.

6.1 General

The terms and conditions and the other provisions contained in this RFP shall be made a part of the Contract. Additions and modifications to the terms and conditions made by or agreed to by Urban Counties will be included in the final Contract with the successful Respondent (the "Awarded Vendor").

6.2 Entire Agreement

Any Contract entered into, together with any supplements, as well as any exhibits, will constitute the sole, entire and only agreement between the parties and all such documents will be collectively referred to as the Contract. The Contract will supersede any prior agreements or understandings, whether written or oral, between the parties with respect to the products and/or services contracted for under the Contract. No course of prior dealings, no usage of trade, and no course of performance will be used to modify, supplement, or explain any terms used in the Contract, nor will any oral representations bind a party.

6.3 Overcharges

The Respondent hereby assigns to Urban Counties, any and all claims for overcharges associated with any Contract resulting from this RFP which arise under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1963) and which arise under the antitrust laws of the State of Texas, Texas Free Enterprise and Antitrust Act of 1983, Texas Business and Commercial Code Ann. Sec. 15.01, et seq. (1986).

6.4 Software Ownership

As stated previously in this RFP, Urban Counties intends to own outright the Criminal Courts Module built upon the platform provided by the Awarded Vendor, as well as other work product produced pursuant to the Contract (collectively, the "Work Product"). The Work Product is expected to include, but not necessarily be limited to, source code and machine readable data, application programming interfaces, associated manuals, procedures, processes, documentation, descriptions, and data files. The Contract will contain terms negotiated with the Awarded Vendor describing the ownership interests of the respective parties in such work product, including intellectual property. Of specific focus will be the rights of Urban Counties in or to the platform provided by the Awarded Vendor, including the rights of Urban Counties after the expiration or early termination of the Contract.

6.5 Compliance with State, Federal, and Local Laws

The Awarded Vendor must comply with all applicable state, federal and local laws and ordinances in providing services to Urban Counties under the Contract. Without limiting the generality of the foregoing, the Awarded Vendor must be able to demonstrate compliance with the Federal Tax Reform Act of 1986, Section 1606, amending Section 530 of the Revenue Act of 1968, dealing with issuance of W-2s to common law employees. The Awarded Vendor is responsible for both federal and state unemployment insurance coverage and standard workers' compensation insurance coverage. The Awarded Vendor must comply with all federal and state tax laws and withholding requirements. Urban Counties will not be liable to the Awarded Vendor(s) or its employees or subcontractors for any unemployment insurance or workers'

compensation coverage or federal or state tax withholding requirements. The Awarded Vendor may be required to demonstrate compliance with such laws at the written request of Urban Counties.

6.6 Commencement of Work

The Awarded Vendor must not commence any billable work prior to Urban Counties' execution of the Contract. Work done before final execution of the Contract will be at the Awarded Vendor's risk and will not be reimbursed.

6.7 Time of the Essence

Time is of the essence in the rendering of services and delivery of products. The Awarded Vendor agrees to perform all obligations and render services in conformance with the Contract.

6.8 Default

In the event that the Awarded Vendor fails to carry out or comply with any of the terms and conditions of the Contract with Urban Counties, Urban Counties may notify the Awarded Vendor of such failure or default in writing and demand that the failure or default be remedied within ten (10) days; and in the event that the Awarded Vendor fails to remedy such failure or default within the ten (10) day period, Urban Counties shall have the right to immediately cancel the Contract.

The cancellation of the Contract, under any circumstances whatsoever, shall not affect or relieve Awarded Vendor from any obligation or liability that may have been incurred or will be incurred pursuant to the Contract, and such cancellation by Urban Counties shall not limit any other right or remedy available to Urban Counties at law or in equity.

6.9 Force Majeure

Neither party will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control, including, but not limited to, acts of God, epidemics, war, riots, flood, fire, sabotage, or any other circumstances of like character. The Awarded Vendor will use its commercially reasonable best efforts to mitigate the impact of any such event or occurrence.

6.10 Termination

The Contract that results from this RFP may be terminated as follows:

6.10.1 For Cause

The Contract may be terminated by Urban Counties if the Awarded Vendor fails to perform as agreed or is otherwise in default, as provided in Section 6.8 herein.

6.10.2 No Liability Incurred by Urban Counties

In no event shall such termination by Urban Counties as provided for under this Section give rise to any liability whatsoever on the part of Urban Counties whether such claims of Awarded Vendor are for compensation for anticipated profits, unabsorbed overhead, interest on borrowing or for any other reason. Urban Counties' sole obligation hereunder is to pay the Awarded Vendor for products and/or services ordered and received prior to the date of termination.

6.11 Governing Law

The Contract shall be construed and governed by the laws of the State of Texas. Venue for any litigation, mediation, or other proceedings arising from the Contract shall be exclusively in the state courts in Travis County, Texas.

6.12 Agreement Amendments

No modification or amendment to the Contract shall become valid unless in writing and signed by both parties. Only the contract administrator within Urban Counties or his/her designee will be authorized to sign changes or amendments.

6.13 Independent Contractor Status

Awarded Vendor will, at all times during the performance of the Contract, be considered an independent contractor. Awarded Vendor agrees that Awarded Vendor and Awarded Vendor's employees and agents have no employer-employee relationship with Urban Counties. Urban Counties shall have no liability or responsibility with respect to payment of Federal Insurance Contribution Act (FICA), federal or state unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will Urban Counties furnish or be liable for the provision of any medical or retirement benefits or any paid vacation or sick leave to the Awarded Vendor or any of its employees.

6.14 Right to Audit

At any time during the term of the Contract and for a period of four (4) years thereafter Urban Counties or duly authorized audit representative of Urban Counties, at its expense and at reasonable times, have the right to audit Awarded Vendor's records relevant to all costs associated with the Contract. In the event such an audit by Urban Counties reveals any errors by Urban Counties or the Awarded Vendor that resulted in an overpayment by Urban Counties, the Awarded Vendor shall refund Urban Counties the full amount of such overpayments within thirty (30) days of such audit findings, or Urban Counties, at its option, reserves the right to deduct such amounts owed to Urban Counties from any payments due Awarded Vendor.

6.15 Observance of Urban Counties' Rules and Regulations

Awarded Vendor agrees that at all times its employees will observe and comply with all laws and regulations pertaining to Urban Counties' facilities and the facilities of the member counties of Urban Counties, including but not limited to parking and security regulations. In the event that an employee of the Awarded Vendor has failed to comply with such laws or regulations, Urban Counties shall have the right to require the Awarded Vendor to remove such employee from any involvement in the Contract.

6.16 Non-Disclosure

Awarded Vendor and Urban Counties acknowledge that they or their employees may, in the performance of the Contract, come into the possession of proprietary or confidential information owned by or in the possession of the other, or owned by a participant in Urban Counties' TechShare program. Neither party shall use any such information for its own benefit or make such information available to any person, firm, corporation, or other organizations, whether or not directly or indirectly affiliated with Awarded Vendor or Urban Counties, for any purpose other than in connection with performing responsibilities under the Contract unless expressly approved by the other party in writing

in advance of such disclosure. In the event the disclosing party believes disclosure of the other party's information is required by law, then the disclosing party shall provide reasonable notice to the other party prior to disclosure so that the other party may take appropriate legal action to protect its proprietary or confidential information from disclosure.

6.17 Publicity

Awarded Vendor agrees that it shall not publicize any portion of the Contract or its content or disclose, confirm or deny any details thereof to third parties or use Urban Counties' name or the name of any TechShare participant in connection with any sales promotion, advertisement, or publicity event, or for any purpose whatsoever, without the prior express written approval of Urban Counties.

6.18 Severability

If one or more provisions of the Contract, or the application of any provision to any party or circumstance, is held invalid, unenforceable, or illegal in any respect, the remainder of the Contract and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.

6.19 Presentment of Claims

The Awarded Vendor may not file suit against Urban Counties on any claim arising from the Contract without first presenting the claim in writing to Urban Counties. The claim shall include the Awarded Vendor's proposed resolution of the claim. Urban Counties shall have sixty (60) days to respond to the claim.

6.20 Acceptance of Products and Services

All products furnished and all services performed under the Contract shall be to the satisfaction of Urban Counties and in accordance with the specifications, terms, and conditions of the Contract. Urban Counties reserves the right to inspect the products furnished or the services performed, and to determine the quality, acceptability, and fitness of such products or services.

6.21 Confidentiality of Information

The Respondent and/or Awarded Vendor shall keep confidential all information concerning the business of Urban Counties (and its member counties), the makeup of its systems and methods of automation, its financial affairs, its relations with its citizens and its employees, as well as other information which may be specifically classified as confidential by Urban Counties.

6.22 Insurance

No Contract will be executed unless and until appropriate insurance coverages are obtained and certificates of coverage delivered to Urban Counties. The following insurance provisions are standard for Urban Counties' service contracts and may be subject to modification depending on the specific goods and services provided under the Contract.

All required insurance must be issued by companies that are A+ financially rated and duly licensed, admitted, and authorized to do business in the State of Texas. Required coverages must remain in effect through the term of the resulting Contract.

Standard insurance provisions are as follows:

1. Workers' Compensation and Employers' Liability coverage with limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Sec. 401.001 *et seq.* Tex. Labor Code) and minimum policy limits for Employers' Liability of \$250,000 bodily injury per accident, \$500,000 bodily injury disease policy limit and \$250,000 per disease per employee.
2. Commercial General Liability with a combined single limit of \$1,000,000 per occurrence, including products/completed operations with a separate aggregate of \$1,000,000. The policy shall contain the following provisions:
 - Blanket contractual liability coverage for liability assumed under the Contract.
 - Independent Awarded Vendors coverage.
 - Urban Counties listed as an additional insured.
 - 30-day advance notice of cancellation in favor of Urban Counties.
 - Waiver of Transfer Right of Recovery Against Others in favor of Urban Counties.
3. Errors and Omissions (Professional Liability) coverage that specifically includes computer software and services, with a combined single limit of \$1,000,000.
4. Business Automobile Liability Insurance for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident. The policy shall contain the following endorsement in favor of Urban Counties:
 - Waiver of Subrogation endorsement
 - 30-day Notice of Cancellation endorsement
 - Additional Insured endorsement.

6.23 Security for Awarded Vendor's Performance

To ensure that the Awarded Vendor performs as promised, Urban Counties shall withhold 20% of all progress payments due under the Contract for software and/or services provided. Retainage on software and/or services shall be paid to the Awarded Vendor within 30 days after successful completion and acceptance of software deliverables and on an annual basis upon successful completion of all services, including software maintenance and support.

Successful complete of software maintenance and support services will include maintaining the platform's performance (i.e. response time, throughput and the like) at level specified in the service levels to be included in the contract.

In the event the source code for the provided platform and appropriate related documentation to permit Urban Counties to maintain the platform is not provided to Urban Counties, then the Awarded Vendor will be required to enter into an escrow agreement with Urban Counties and an independent escrow agent. The escrow agreement must permit, at a minimum, the release of the source code and related documentation to Urban Counties in the event of an alleged breach of the Contract by the Awarded Vendor.

6.24 Non-Discrimination Policy

In compliance with state and federal law, Urban Counties does not unlawfully discriminate in employment, contracts, or any other activity. If any special accommodations are needed for Americans with Disabilities Act (ADA) compliance, the Respondent and/or Awarded Vendor shall promptly notify the Urban Counties Project Manager.

6.25 Standards

The service offering should consider and attempt to accommodate State of Texas standards for information technology. These standards are located at <http://www.dir.state.tx.us/standards>. Other standards and guidelines with which the offering should comply with are:

- 6.25.1 The National Information Exchange Model (NIEM), which can be located at <https://www.niem.gov>,
- 6.25.2 Data standards currently being developed by the Texas Criminal Justice Information Users' Group (TCJIUG), available at <http://www.tcjiug.com/>.
- 6.25.3 Standards and Guidelines adopted by the Judicial Committee on Information Technology (JCIT), available at <http://www.courts.state.tx.us/oca/jcit/standards/standards.asp>.
- 6.25.4 US Rehabilitation Act, Section 508, available at <http://www.section508.gov/>

Also, one or more participating entities may engage in activities with regard to information to be maintained within the integrated justice system which bring such entities under the coverage of the regulations adopted by the federal Health and Human Services Department under the Health Insurance Portability and Accountability Act of 1996 (45 CFR Sections 160 through 164) ("HIPAA"). HIPAA regulations dictate the form in which certain health information is transmitted, and the manner in which certain health information may be used or disclosed. Whether HIPAA applies to an entity's data or activities is a determination to be made by each entity. The Selected Vendor must be cognizant of the HIPAA regulations and incorporate any applicable requirements in the Requirements Definition.

6.26 Delegation of Duties

The Awarded Vendor must assume full responsibility for all services performed under the Contract. Urban Counties will consider the Awarded Vendor to be the sole point of contact with regard to contractual matters, including payment of any and all charges under the Contract. If any part of the work is planned to be subcontracted, the Respondent must include a list of subcontractors, including the firm name, address and contact person of each subcontractor, a complete description of the work to be subcontracted, financial statements for each subcontractor, and descriptive information concerning each subcontractor's qualifications.

Unless specified in the Contract, the Awarded Vendor shall not delegate any duties under the Contract to a subcontractor unless Urban Counties has given written consent to the delegation. Urban Counties shall have the right to approve all subcontractors and to require the Awarded Vendor to replace any subcontractor found, in the opinion of Urban Counties, either initially or based on performance, to be unacceptable. Urban Counties reserves the right to receive copies of and review all subcontracts. The contract management of any subcontractor will be the sole responsibility of the Awarded Vendor, and failure by a subcontractor to perform shall be deemed to be failure of the Awarded Vendor. The Awarded Vendor must make all payments to subcontractors or suppliers. Urban Counties will not direct payments for services or products acquired in connection with the Contract other than to the Awarded Vendor, nor will Urban

Counties release the Awarded Vendor from having to perform any obligations under the Contract, notwithstanding the fact that a subcontractor may have been engaged by the Awarded Vendor to perform those obligations.

6.27 Conflict of Interest

The Respondent shall certify in writing in its proposal that no relationship exists between the Respondent and Urban Counties or any of its member counties that interferes with fair competition or is a conflict of interest, and no relationship exists between the Respondent and another person or organization that constitutes a conflict of interest with respect to a contract with Urban Counties.

The Respondent shall provide assurances in its proposal that it presently has no interest and shall not acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services if awarded a contract pursuant to this RFP. The Respondent shall also provide assurances that no person having any such known interests shall be employed during the performance of the Contract. A conflict may include, but not be limited to, development of a competing software system or other IT product.

6.28 Assignment by the Awarded Vendor

The Awarded Vendor shall not assign or transfer any interest in the Contract without the express prior written consent of Urban Counties.

6.29 Disclosure of Litigation

6.29.1 Disclosure

Each Respondent must include in its proposal a complete disclosure of any pending or prior criminal charges, investigations or proceedings involving the Respondent (and each subcontractor included in the Respondent's response) or any of its/their officers or directors. In addition, each Respondent (and each subcontractor included in the Respondent's response) must include in proposal a complete disclosure of any civil litigation, arbitration or proceeding to which it is a party and which is pending or was concluded within seven (6) years from the date of this RFP. This is a continuing disclosure requirement that will be included in the Contract. Any such litigation, investigation, arbitration or other proceeding (collectively, "Proceeding") commencing after the submission of a proposal must be disclosed in a written statement to the Urban Counties contract administrator within 15 days of its occurrence. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such.

6.29.2 Assurances

In the event that any such proceeding disclosed to Urban Counties pursuant to this section, or of which Urban Counties otherwise becomes aware, during the term of the Contract, causes Urban Counties to be concerned about (1) the Awarded Vendor's (or subcontractor's) ability to continue to perform the Contract in accordance with its terms and conditions, or (2) whether the Awarded Vendor (or subcontractor) in performing services for Urban Counties is engaged in conduct that is similar in nature to conduct alleged in such proceeding, which conduct would constitute a breach of the Contract or a violation of applicable law, regulations or public policy, the Awarded Vendor shall be required to provide Urban Counties all reasonable assurances requested by Urban Counties to demonstrate that:

1. The Awarded Vendor and/or its subcontractor(s) will be able to continue to perform the Contract in accordance with its terms and conditions, and
2. The Awarded Vendor and/or its subcontractor(s) has not and will not engage in conduct in performing services for Urban Counties which is similar in nature to the conduct alleged in such proceeding.

6.30 Indemnity

The Awarded Vendor agrees to indemnify and hold harmless Urban Counties, its directors, employees and agents against any and all claims for damages, costs, and expenses that may arise from or be caused by any act or omission of the Awarded Vendor or any officer, agent, servant, employee, associate, sub-contractor or other person acting on behalf of the Awarded Vendor in the execution or performance of the services under the Contract.

6.30.1 Intellectual Property Infringement Indemnity

The Awarded Vendor shall indemnify, defend, and hold harmless Urban Counties and any entity contracting with Urban Counties for the right to use any products or services provided by the Awarded Vendor, their respective directors, employees, contractors and agents (singularly, an "Indemnitee" and collectively, the "Indemnitees") from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties), incurred in connection with any action or proceeding brought against an Indemnitee to the extent that such action or proceeding is based on a claim that any piece of equipment or any software supplied by the Awarded Vendor or its subcontractors, or the operation thereof, or goods or services provided, or the use or reproduction of any documentation provided with such equipment or software, infringes any United States or foreign patent, copyright, trademark, trade secret, or other proprietary right of any person or entity. In addition, should the equipment or software, or goods or services provided, become, or in an Indemnitee's opinion be likely to become, the subject of a claim of infringement, the Awarded Vendor, at its own expense, shall:

1. Procure for Indemnitees the right to continue using the equipment, software, goods or services; or, if such option is not reasonably available to Awarded Vendor
2. Replace or modify the same with equipment or software, as the case may be, of equivalent function and performance so that it becomes non-infringing, or, if such option is not reasonably available to Awarded Vendor
3. Accept its return by Indemnitees with appropriate credits to Urban Counties against the Awarded Vendor's charges, or refunds to Urban Counties for amounts previously paid. Such credits and/or refunds shall be in addition to any other remedies available to Indemnitees.

6.30.2 Other Indemnities

The Awarded Vendor shall indemnify, defend and hold harmless Urban Counties, its employees and agents from and against all losses, liabilities, damages and claims (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties), arising from or in connection with any of the following:

1. The breach by the Awarded Vendor of any representation or warranty made by the Awarded Vendor in the Contract;

2. Any claims arising out of, or related to, occurrences that the Awarded Vendor is required to insure against as provided above;
3. The death or bodily injury of any person, or the damage, loss or destruction of any real, tangible or intangible personal property in connection with the performance of services by the Awarded Vendor, by any of its subcontractors, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable; provided, however, that this indemnification obligation shall not apply to the extent, if any, that such death, bodily injury or property damage is caused solely by the negligence or reckless or intentional conduct of Urban Counties;
4. Any claim or demand asserted against Urban Counties which results from an act or omission of the Awarded Vendor or any of its subcontractors in its or their capacity as an employer of a person; and
5. Any breach of the Awarded Vendor's confidentiality obligations set forth in the Contract.

In any claims against Urban Counties, or any of its agents, directors, or employees, are made by any employee of the Awarded Vendor or any of its subcontractors, the indemnification obligation under the Contract shall not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Awarded Vendor or any of its subcontractors under worker's disability compensation acts, disability benefits acts, or other employee benefits acts.

6.31 Ownership of Work Product

Unless expressly stated otherwise in the Contract, all work product shall be the sole property of Urban Counties. All property rights, including publication rights, in all work product, including, without limitation, the interim drafts and final reports, programs, and documentation (in printed and machine-readable media) developed under the Contract belong to Urban Counties. The Awarded Vendor hereby assigns, and shall assign, to Urban Counties all right, title and interest in the work product and all copyrights, patents, trade secrets and other proprietary rights in each of the foregoing. With regard to work performed by the Awarded Vendor's subcontractors, the Awarded Vendor shall require that all agreements with subcontractors provide for the irrevocable assignment of rights to Urban Counties, without additional consideration, of all such work product of the subcontractors.

All records applicable to Urban Counties and/or TechShare participants, including working papers and operational documentation are the property of Urban Counties and/or the respective TechShare participants.

Upon termination or expiration of the Contract, all applicable records and all work product must be delivered immediately to Urban Counties or the respective TechShare participant(s). Under no circumstances - including an alleged breach of the Contract by Urban Counties - will the Awarded Vendor be permitted to retain any record applicable to Urban Counties and/or TechShare participants or any work product after such is requested to be turned over to Urban Counties.

6.32 Personnel

The Awarded Vendor shall warrant that all persons assigned to the project shall be employees or subcontractors of the Awarded Vendor, and shall be fully qualified to perform the work required herein.

Personnel commitments made in the Awarded Vendor's proposal and subsequent Contract shall not be changed without the prior written approval of Urban Counties. Replacement of key personnel, if approved by Urban Counties, shall be with personnel of equal or greater ability and qualifications.

6.32.1 Key Personnel

The Awarded Vendor shall assign all key personnel identified in its proposal to complete all of their planned and assigned responsibilities in connection with performance of the obligations of the Awarded Vendor under the Contract. Urban Counties shall have the right to approve the assignment and replacement by the Awarded Vendor of all key personnel assigned to provide services or to provide onsite representation of the Awarded Vendor, including, without limitation, the project team manager, other individuals named or described in the Awarded Vendor's proposal, and individuals assigned significant managerial responsibilities as mutually agreed by the parties. Before assigning an individual to any of these positions, the Awarded Vendor shall notify Urban Counties of the proposed assignment, shall introduce the individual to the appropriate representatives of Urban Counties, and shall provide to Urban Counties a résumé and any other information about the individual reasonably requested by Urban Counties. Urban Counties reserves the right to interview the individual before granting approval.

6.32.2 Replacement of Personnel at Urban Counties' Request

Urban Counties reserves the right to require the Awarded Vendor to replace Awarded Vendor and/or subcontractor employees whom Urban Counties judges to be incompetent, careless, unsuitable or otherwise objectionable, or whose continued use is deemed contrary to the best interests of Urban Counties. Before a written request is issued, authorized representatives of Urban Counties and the Awarded Vendor will discuss the circumstances. Upon receipt of a written request from an authorized representative of Urban Counties, the Awarded Vendor shall be required to proceed with the replacement. The replacement request will include the desired replacement date and the reason for the request. The Awarded Vendor shall use its best efforts to effect the replacement in a manner that does not degrade service quality. This provision will not be deemed to give Urban Counties the right to require the Awarded Vendor to terminate any Awarded Vendor employee's employment. Rather, this provision is intended to give Urban Counties only the right to require that the Awarded Vendor discontinue using an employee in the performance of services for Urban Counties.

6.32.3 Unauthorized Removal of Key Personnel

It is critical to the overall success of the project that the Awarded Vendor not remove or reassign, without Urban Counties' prior written approval (which approval shall not be unreasonably withheld), any of the key personnel until such time as the key personnel have completed all of their planned and assigned responsibilities in connection with performance of the Awarded Vendor's obligations under the Contract. The unauthorized removal of key personnel by the Awarded Vendor shall be considered by Urban Counties as a material breach of contract and grounds for termination.

6.33 Funding Out Clause

Continuation of this Contract is subject to the availability of funds. If funds to effect continued payment are not available, Urban Counties shall have the right to terminate the Contract without penalty by giving written notice of termination to the Awarded Vendor.

In connection with the Contract, Urban Counties agrees to notify the Awarded Vendor promptly when it appears certain that the necessary funding or authorizations shall not be obtained. If partial funding sufficient for a clearly separate task or tasks should be made available, the parties may agree to perform their respective obligations relative to such tasks, and the Contract shall be amended accordingly.

6.34 Contract Modifications and Change Orders

Urban Counties may, from time to time, modify Contract terms or require changes in the scope of the services of the Awarded Vendor to be performed under the Contract. Such modifications or changes, which are mutually agreed upon by and between Urban Counties and the Awarded Vendor, shall be incorporated in written amendment to the Contract.

6.35 Other Representations and Warranties

The Awarded Vendor shall make the following representations and warranties:

1. The Awarded Vendor will perform all services in accordance with the highest professional standards in the industry, and will use its best efforts, skill, judgment, and abilities to provide the products and/or perform the services set forth in the Contract.
2. The Awarded Vendor represents and warrants that all products and services it provides under the Contract will be accurate and free from any material errors.
3. Awarded Vendor represents and warrants that it will, at its own cost, correct any defects in products or services it provides under the Contract as soon as is practical after Awarded Vendor becomes aware of such defects or is notified of such defects. If Awarded Vendor refuses or neglects to make good such defects within a reasonable time after receiving notice requesting such remedial work, then Urban Counties will be entitled to make good such defective products or services at the expense of Awarded Vendor. This commitment by Awarded Vendor is in addition to, and not in substitution for, any other remedy for defective products or services that Urban Counties may have at law or in equity.
4. Awarded Vendor will call to Urban Counties' attention all information in any computations, models, data, information, requirements, procedures, and all other documentation and materials supplied to Awarded Vendor which it regards in its opinion as unsuitable, improper or inaccurate in connection with the purposes for which such documentation or material is furnished. Nothing will excuse or detract from Awarded Vendor's responsibilities or obligations under the Contract in a case where such documentation or material is furnished, unless Awarded Vendor advises Urban Counties in writing that, in its opinion, such documentation or material and any requests made therein for action are unsuitable, improper, or inaccurate, and Urban Counties confirms in writing that it wishes Awarded Vendor to proceed in accordance with the documentation and material as originally provided.
5. The Awarded Vendor will use adequate numbers of qualified individuals with suitable training, education, experience and skill to perform the services.
6. The Awarded Vendor will maintain all equipment and software for which it has maintenance responsibilities in good operating condition and will undertake all repairs and preventive maintenance in accordance with the manufacturers' recommendations.
7. The Awarded Vendor will use its best efforts to use efficiently all resources or services necessary to provide the services that are required under the Contract.
8. The Awarded Vendor will use its best efforts to perform the services in the most cost-effective manner consistent with the required level of quality and performance.
9. The Awarded Vendor will perform the services in a manner that does not infringe the proprietary rights of any third party.

10. The Awarded Vendor will perform the services in a manner that complies with all applicable laws and regulations.
11. The Awarded Vendor has duly authorized the execution, delivery and performance of the Contract.
12. The Awarded Vendor has not provided any gifts, payments or other inducements to any officer, employee or agent of Urban Counties.
13. The Awarded Vendor will use its best efforts to ensure that no viruses or similar items are coded or introduced into the systems used to provide the services.
14. The Awarded Vendor will not insert or activate any disabling code into the systems used to provide the services without Urban Counties' express prior written approval.

The Awarded Vendor shall require its subcontractors, if any, to make the same representations and warranties.

6.36 Urban Counties Exculpation

The Awarded Vendor acknowledges and agrees that Urban Counties shall not be responsible for or liable to the Awarded Vendor or its subcontractor(s) for any increased costs or expenses that may be incurred by the Awarded Vendor, or for any other damages that may be suffered by the Awarded Vendor, as a result of any act or omission of any other Awarded Vendor to Urban Counties.

6.37 News Releases

The Awarded Vendor will not make any news releases, public announcements or public disclosures, nor will it have any conversations with representatives of the news media, pertaining to this RFP, the Contract, or the services, study, data or project to which this RFP and the Contract relate, without the prior written approval of Urban Counties, and then only in accordance with explicit written instructions from Urban Counties.

6.38 Survival

Any provisions of the Contract that impose continuing obligations on the parties including, but not limited to, the parties' respective indemnity and confidentiality obligations, shall survive the expiration or termination of the Contract for any reason.

6.39 Responsibility for Urban Counties Property

The Awarded Vendor shall assume full responsibility for and shall indemnify Urban Counties and its member counties for any and all loss or damage of whatsoever kind and nature to any and all Urban Counties or county property, including any equipment, supplies, accessories, or parts furnished, while in the Awarded Vendor's custody and care for storage, repairs, or services to be performed under the terms of the Contract, resulting from the negligent acts or omissions of Awarded Vendor or any employee, agent, representative, or subcontractor of Awarded Vendor.

Appendix A: Jail Management System Requirements Summary (See Final Attachment)

These requirements summarize desired functionality that may be required in the final proposed software solution.

More detailed requirements will be reviewed and defined as part of SOW development with finalists so that a prioritized requirement set can be incorporated in to final contract negotiations.

Appendix B: Administrative Compliance Checklist

TechShare Jail Software Solution

ADMINISTRATIVE COMPLIANCE CHECKLIST

Vendor / Proposal: _____

Completed by: _____

Mandatory Proposal Component	RFP Reference	Completed (Y/N)
The Proposal must indicate the primary software vendor as the Prime Vendor responsible for the complete design, delivery, implementation, and maintenance for the system.	2.7.9	
Proposal must be received at the Urban Counties' office by Wednesday, March 31, 2017 at 5:00 p.m. Central Time	2.3	
6 copies of the proposal, including one original, signed in ink, are to be submitted in a sealed envelope. Two electronic copies are to be included with the six printed versions of the proposal.	3.1.2	
.		
Transmittal Letter		
(a) Transmittal letter includes names, titles, addresses, and telephone numbers of individuals authorized to make representations on behalf of the Vendor;	3.2.3	
(b) Transmittal letter includes statement that the person signing the transmittal letter is authorized to legally bind the Vendor;	3.2.3	
(c) Transmittal letter includes statement that the proposal shall remain firm for a period of one hundred-eighty (180) days after receipt of the proposal and subsequent Statement of Work and Final Cost Proposal, if requested; and	3.2.3	
(d) Transmittal letter limited to 2 pages (including salutation, signature block, etc.)	3.2.3	
Executive Summary limited to five (5) pages and provides a summarization of offering, approach and qualifications.	3.2.5	
Company's audited annual financial statements for the past 2 years and, if registered with Dun & Bradstreet, D&B business information report dated within the last 3 months. Should the vendor not have audited financial statements, unaudited statements should be submitted.	3.2.6.1	

Mandatory Proposal Component	RFP Reference	Completed (Y/N)
References – at least three (3) references from the vendor. If the proposal includes subcontractors, each subcontractor must also submit at least three (3) valid references. Preference will be given to references reflecting a Respondent’s high degree of capacity and technical prowess.	3.2.7	
If Respondent is proposing an existing application system as a starting point for the Jail software solution, references must include at least one client using the product. The client should be of a size comparable to the largest counties in Texas, or Respondent should provide documentation from an independent validation process that clearly shows that the product can scale to the required performance levels.	3.2.7	
Software and/or Services Offered - fully describe the project to develop the Jail software as part of the TechShare integrated justice system.	3.2.8	
Business Proposal - proposed relationship between Urban Counties, participating counties, and Respondent.	3.2.9	
Financial Proposal - proposed funding source(s) for development of the jail software, including all costs or the methodology for determining costs, and a cost model for implementation and on-going operations and maintenance over the proposed contract term.	3.2.10	
Each Respondent must include in its proposal a complete disclosure of any pending or prior criminal charges, investigations or proceedings involving the Respondent (and each subcontractor included in the Respondent’s response) or any of its/their officers or directors. In addition, each Respondent (and each subcontractor included in the Respondent’s response) must include in proposal a complete disclosure of any civil litigation, arbitration or proceeding to which it is a party and which is pending or was concluded within seven (7) years from the date of this RFP.	3.2.11	
The Respondent must provide assurances in its proposal that it presently has no interest and shall not acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services if awarded a contract pursuant to this RFP.	3.2.12	

Appendix C: Client Reference Form

The Respondent must complete the form below for each reference submitted. All areas of the form must be completed. If an area is not applicable for the reference, indicate such with "N/A".

Customer Name	[Enter Customer Name Here]
Project Name	
Timeframe	
Project Description	
"Go Live" Date	
Project Scope	
Number of Users	Total Users: _____ Concurrent Users: _____
Technical Environment	
Types of Interfaces and Integration Tools Used	
Project Cost	
Project Outcome	
Staff Assigned and Responsibilities	
Contact Information	Name: Title: Phone: Email:

Appendix D: Compliance with Terms and Conditions

By signing below, Respondent agrees to provide the services described above and agrees to abide by all the terms and conditions as specified in this document. Any exceptions taken to the terms and conditions as set forth in Sections 2 and 6 of the RFP **must** be identified by sub-section number, including an explanation as to why the Respondent cannot comply with the specific term or condition and a statement recommending terms and conditions the Respondent would find acceptable. Any exceptions not identified will not be considered.

By signing below, the Respondent affirms that the Respondent presently has no interest and shall not acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services if awarded a contract pursuant to this RFP.

Included in the Respondent's submission should be a complete disclosure of any pending or prior criminal charges, investigations or proceedings involving the Respondent (and each subcontractor included in the Respondent's response) or any of its/their officers or directors. In addition, each Respondent (and each subcontractor included in the Respondent's response) must include in proposal a complete disclosure of any civil litigation, arbitration or proceeding to which it is a party and which is pending or was concluded within seven (6) years from the date of this RFP. By signing below, Respondent affirms that the information provided is complete.

Respondent: _____

Signature of Authorized Representative: _____

Printed Name of Authorized Representative _____

Title of Authorized Representative: _____

Date: _____

Exceptions (Attach additional pages as needed): _____

Appendix A

Jail Management System Requirements Summary

Administrative Modules

- *Bond Admin* Defines Bond Agencies, Bond Payees and Fees.
- *Classification Admin* Application administrators can add, edit and delete the classification questions used in the classification questionnaire.
- *Code Table Admin* Application administrators have the ability to change the drop down options that a user will utilize from screen to screen.
- *Community Service Agencies* A list and relevant information for reputable Community Service Agencies.
- *Dashboard* Allows users to create custom panels to monitor activities and statistics within the facilities.
- *Employer Database* Maintains a roster of all employers that inmates will work for from a facility's Work Release and weekend program.
- *Good Time Parameters* Application administrators can maintain parameters for Good Time based on the law that was in effect when the inmate committed their crime.
- *Inmate Program Admin* Used to define the available inmate programs at the facilities.
- *Inmate Record Admin* Used to assist with customizing the Inmate Records in the OMSe, typically done at the time of system implementation and with the assistance of project management.
- *Menu Admin* Application administrators can customize the menus used to the specific needs of the facilities.
- *Officer Messaging* Intra-facility communication and alerting system.
- *Pre-Release Admin* Application administrators can determine the pre-release work flow.
- *Report Admin* Used to administer reports.
- *Robust application security* System must allow for security at the data, screen and field level.
- *Security Admin* Application administrators can manage system settings for groups and users.
- *Security Threat Group Admin* Application administrators can create or modify a list of gangs or Security Threat Groups to be used for Housing Checks, Temporary Release, Employment, Work Release, Weekend Program, Movement, Inmate programs, Visitation and Community Service.
- *Visitation Scheduling Admin* Defines visitation schedules.
- *Workflow Admin* The Workflow module contains file-trees that allow users to navigate through all the Work Flow steps that are available to them via security administration and the inmates contained with the Workflows.

Appendix A

Inmate Modules

- **Active Work Release Employment** Assign an inmate to an active employer, as well as maintain that record by changing, ending, or deleting the inmate's active employment.
- **Alerts** Allows staff to flag particular inmates for conditions or behaviors that may pose a danger to facility staff, the general population or the inmate.
- **Alias** Allows for unlimited documentation of previously used social security numbers, birth dates, names, maiden names, gang or street nicknames and other AKAs.
- **Assessments** Collects information related to any assessments given to the inmate. Design in number of points-based questionnaires.
- **Booking Questions** A configurable screen of questions defined to best meet the facility's needs that allows the officer to record and save the answers and offers the ability to review these answers at a later date.
- **Booking Records** The identity of the inmate (through basic identification, demographic and personal identifier information), as well as validate the commitment by documenting commitment details, including the authorizing agency, who transported the inmate, who arrested the inmate, when, why, how, etc.
- **Case Manager** Users can add, delete and edit Case Summary information related to a particular inmate.
- **Classification** User can assign specific classification level to inmate during classification or reclassification.
- **Clothing** For issuing of clothing and items during an inmate's incarceration.
- **Detainers** Allows for the recording of an inmate's Detainer or holds.
- **Drug Tests** Log of drug tests given to inmate.
- **Education** Used to capture information about an inmate's educational background.
- **Employment History** Screen where an inmate's employment, military history and job skills are recorded and can be used to assign inmates to appropriate facility or work release jobs.
- **Grievances** Designed to assist with tracking the Inmate's Grievance information and is an imperative part of an inmate's ability to file a complaint with a facility.
- **Housing** Users can view or modify an inmate's housing assignment.
- **Incidents** Where inmate incident activity is recorded.
- **Individual Service Plans** Develop service plans for inmates.
- **Inmate Diets** Track of an inmate's special diet information.
- **Inmate Documents** Allows you to log information about an inmate's received documents, from simple correspondence to lawyer fees.
- **Inmate Medications** Track of all medications prescribed to an inmate and the day/time frequency with which each medication is distributed.

Appendix A

- ***Inmate Notebook*** Functions as an electronic version of a notebook and allows users to enter miscellaneous information about an inmate on the individual level and on a facility level.
- ***Inmate Property Collection and Tracking*** Capture and manage personal property information, storage location, condition, etc.
- ***Inmate Reports*** System reports pertaining to an individual inmate.
- ***Inmate Requests*** Record request to be placed into a specific program or they can be ordered to take one by the courts or by the facility.
- ***Inmate Search*** Optional search screens include search by Name, Soundex, Booking Number, Records and Identification Number, Social Security Number, TBI Number, FBI Number, Alias and INS Number.
- ***Inmate Status*** Tracks various statuses and location restrictions for the inmate which can be accessed later in Status History Reports.
- ***Job Check*** Record of the vital communication between the work release employer.
- ***Keep Separates*** Users can flag any inmates who may have conflict, or conspire, if they are grouped in the same housing areas and in-house programs.
- ***Medical Background*** Record information provided by the inmate during the intake process. This information includes medical providers, health insurance, check-up history, and specific personal medical history.
- ***Medical Status/Alerts*** An inmate can only have one active alert at a time. This should be used to replace MedAlert and new alert creation limited to designated medical personnel.
- ***Medical Visit Information*** Track an inmate's medical history while incarcerated. The screen documents information such as basic information, as well as vital signs recorded during each visit and billing costs incurred by the inmate during each visit.
- ***Military*** Users have the ability to enter, retrieve and compare data related to the inmate's military history (Veterans).
- ***Mugshots*** Ability to capture edit, delete mugshots (may involve integration to master name index system)
- ***NCIC Queries Manager*** History of queries run.
- ***Permanent Release*** The process of permanently discharging an inmate following the pre-release process.
- ***Physical*** Information regarding an inmate's distinguishing physical characteristics (height, weight, eye color, hair color, etc.)
- ***Phone Log*** Manually log and track inmate phone calls that are made from a non-inmate phone, such as a counselor's office phone or a phone in the booking area that is not integrated with the inmate telephone system.
- ***PREA*** Assessments, Keep Separates, and Incidents.
- ***Pre-Release*** A process where the system performs a record scan to ensure that such areas as charges, property, detainers and bonds are satisfied and completed prior to discharge.
- ***Program Summary*** Information for inmate programs including attendance, completion of a program and notes.

Appendix A

- **Property** Receive, catalog, and store an inmate's personal belongings.
- **Psych Assessment** Log psychological assessments given to an inmate or view an inmate's past psychological assessment information.
- **Purchase-Commissary** Manage commissary purchases.
- **Purchase History-Commissary** View/print an inmates purchase history.
- **Reentry** Plan Develop reentry plans/needs for inmates.
- **Social** Inmate social information (citizenship, country of birth, gang affiliation, religious affiliation, employment information, important people and addresses)
- **Substance Abuse Testing** Track drug testing performed and results.
- **Suicide Risk Assessment** Helps you to assess the risk of an inmate's capability to commit suicide or self-injury.
- **Temporary Release History** Manage history of an inmate's temporary releases.
- **Treatment Schedule** Document any and all medical treatments being administered to an inmate.
- **Trust accounts** Manage inmate funds, deposits, withdrawals, balances.
- **Restrictions-Commissary** Manage an inmate's commissary restrictions and view restriction history.
- **Scheduling** View inmate schedule entered from other modules (Hearings, Programs, Work Release, Weekend Program, Visitation, etc.)
- **Sick Calls** Inmates seen or scheduled to be seen by medical.
- **STG Keep Separates** Security Threat Groups are tracked in this screen.
- **Status** Allows for the assignment of Primary, Temporary, Visitation, and Medical Statuses to inmates.
- **Suicide Risk Assessment** Information which can be used to assess the risk of an inmate's likelihood to commit suicide or self-injury.
- **Transportations** Record the method of transportation that an inmate on work release will use to go to their job.
- **User Defined** Fields which can be customized according to a facility's need.
- **Visitation History Record** Displays a list of all visits to a specific inmate, along with the date/time of the visit period and the reason for the visit.
- **Victims** Log the names and contact information of inmate's victims so they can be notified via phone and letter about an inmate's release.

Non-Inmate Modules & Tools

- **Activity Logs** Provides the user with the ability to effectively log activity throughout a correctional facility.

Appendix A

- ***Audit Trail Search*** Used by an application administrator to search for actions made to the data within the system.
- ***Barcode Generator*** Generate and print location barcodes for use in counts and movement.
- ***Batch Housing*** Allows you to enter information regarding moving inmates to a different housing assignment within a facility.
- ***Batch Community Service Release*** Temporarily release inmates who are going to work in the community.
- ***Batch Incoming Mail Log*** Allows you to enter information about incoming mail an inmate has received.
- ***Batch Inmate Count*** Supervisors can choose a Quick Count or Full ID Count from this page.
- ***Batch Inmate Location*** Used to document basic information related to an inmate's movement through a facility, including time of movement, officer moving him or her, scanning location, and date/time.
- ***Batch Inmate Movement*** Allow the facility to accurately account for all inmates inside a facility.
- ***Batch Inmate Program Assignment*** Document which programs inmates are participating in.
- ***Batch Key Management*** Used to keep track of the facility key rings and keys, as well as keep a history of the key rings and keys – specifically their assignment and return.
- ***Batch Mail Log*** An inmate specific batch process, where many items for different inmates are processed together.
- ***Batch Master Release*** A continuation of the Temporary Release module. The three release types, Temporary, Work, and Community Service are accessible on one screen. In this module the user is now able to add/return an inmate to Temporary Release, Work Release, and Community Service Release.
- ***Batch Outgoing Mail Log*** Allows entry of information about outgoing mail an inmate has sent.
- ***Batch Temporary Release*** Designed to assist with temporarily releasing and returning inmates.
- ***Batch Time Cards*** Record the amount of time an inmate worked and reward the inmate with pay and/or time off his or her sentence.
- ***Batch Time Cards*** Allow the facility to reward the inmate with pay and or time off of their sentence.
- ***Batch Work Release*** Assists with the intake and release of inmates in a work release and weekend programs.
- ***Bond Payment Management*** Tracks and reconciles bond payments and provides a payment history.
- ***Classification Reviews*** Works in conjunction with Enhanced Classification and allows staff to search for and review classifications.
- ***Common Area Searches*** Record the results of searches performed in common areas.

Appendix A

- **Dashboard** Allows user to custom design a dashboard and view the results.
- **Facility Sick Calls** A list of all sick calls.
- **Global Reports** Facility level reports.
- **Incidents** Contains 11 sub-screens, each on its own tab, each addresses a specific type of inmate incident activity.
 - **Initial Reports**
 - **Notifications**
 - **Disciplinary**
 - **Investigation**
 - **Use of Force**
 - **Evidence**
 - **Medical**
 - **Hearing**
 - **Sanctions**
 - **Sanctions Appeal**
 - **Sanctions Review**
- **Inmate Notebook** Functions as an electronic version of a notebook and allows users to enter miscellaneous information about an inmate on the individual level and on a facility level.
- **Housing Dashboard** A tool to graphically represent inmate housing and manage it.
- **Inmate Reports** View inmate specific reports.
- **Laundry** manage laundry exchange, schedule, etc.
- **Manage Visitors** Allows users to enter visitor information, search for visitors, suspend visitors, and add visitors to the Visitation Log.
- **Meal Count** Tracks the distribution of meals in the facility.
- **NCIC Unsolicited** Automatically captures unsolicited NCIC messages for viewing by staff.
- **Open/Close Housing** Used for determining a section of housing as being open or closed.
- **Pre-Book Module** An inmate can be pre-booked before they are at the facility so that the workload is lessened at the actual time of booking.
- **Programs Monthly Good Time** Process Good Time related to Program attendance.
- **Security Threat Groups** Manage investigations and membership.
- **Status Monitor Module** Allows users to create custom monitored processes within their facility.
- **Staffing and Scheduling** Allows for the management of Jail employees and resources, scheduling, etc.
- **Synchronize Housing** Allows the system to synchronize the Housing Administration Module with the inmate level housing assignments.
- **Synchronize Property** Sync property location.

Appendix A

- *Unclaimed Articles* allows users to record the claiming or destruction of any previously unclaimed property.
- *Warrants* used to keep track of any active warrants issued by local law enforcement.
- *Work Flow* Can be connected to automate the order that an inmate's pages are completed. The inmate will be moved to a subsequent workflow when their current workflow is complete.

Integration

- *Internet*
 - Public Portal
 - Visitation Scheduling
 - Deposit Services - real-time

- *Kiosk -*
 - Inmate Commissary Ordering
 - Inmate Grievances
 - Inmate Movements
 - Inmate Requests
- *Tablet*
 - Medical Admin Record (MAR)

- *3rd Party Solutions*
 - Extensive Interface Library
 - Fingerprint system integration
 - Victim notification
 - Courts CMS integration
 - Electronic Medical Records (EMR)
 - Phone / Visitation
 - Commissary
 - SSO/ Active Directory
 - Trust accounts
 - Documents imaging
 - RFID solutions

Appendix A

- State agencies (i.e., AIGS/Livescan, TDJC, DPS, OCA)