

Request for Proposal

Inyo County District Attorney

Case Management System

RFP-DA15-01



Submission Deadline: October 19, 2015

Reply To: Clerk of the Board of Supervisors
Post Office Drawer N
224 North Edwards Street
Independence, CA 93526

Introduction

About the Organization

The Inyo County District Attorney's Office is the constitutional public prosecutor for the County of Inyo, State of California. Inyo County was organized in 1866 from land set aside from Mono and Tulare Counties. The County was originally named Coso County, with the town of Independence designated as the County seat. The County is located in central-eastern California. Inyo County is geographically the second largest county in California, comprised of more than 10,142 square miles.

While the County seat is located in Independence, the population center of the county is approximately 45 miles to the north in Bishop, California. Bishop and its immediate suburbs host a population of approximately 12,000, while Inyo County as a whole had an estimated population of 18,410 in 2014, according to the U.S. Census Bureau.

There are five Board of Supervisor members governing the County, each representing one of the five county supervisory districts. The District Attorney is a Constitutionally-mandated and an independently elected official charged with the administration and leadership of the District Attorney's office, subject to the budgetary control of the Board of Supervisors.

Project Sponsor

The County of Inyo District Attorney's Office is sponsoring this project. The County of Inyo Information Services Division is managing the project. Vendors are specifically instructed to NOT contact any elected officials or County employees for meetings, conferences or technical discussions related to this RFP. Unauthorized contact with elected officials or County personnel will result in rejection of the vendor's RFP response. All communications with the County regarding this RFP (other than formal submittal) should be via email and directed to:

Brandon Shults, Director of Information Services, at bshults@inyocounty.us.

Current System

The County of Inyo District Attorney's office currently shares an antiquated case management system implemented in the early 1990s. This system, known as JALAN and originally produced by Sungard, Inc., has reached the end of its useful life. In fact, the vendor has indicated that it will no longer service or update this system. Even early in its life, this system was never user-friendly, and never provided the capabilities inherent in a modern case management system.

Inyo County Law Enforcement agencies (the Inyo County Sheriff and the Bishop Police Department) now use the RIMS (Records Management System) produced by Sun Ridge

Systems, Inc., of El Dorado Hills, California. The Inyo County Superior Court is engaged in transitioning to ONESolution case management software from SunGard, Inc. of Wayne, Pennsylvania. The Inyo County Probation Department is also in the process of implementing its own case management system. The District Attorney's goal is to convert its data and case management system to a modern, easy to use system that will be compatible and interface with the Inyo County Superior Court, Inyo County Sheriff, Bishop Police Department, and Inyo County Probation Department so as to facilitate the seamless flow of information and documents between all criminal justice agencies and the courts.

Project Goals

The County of Inyo District Attorney's Office seeks proposals from software and implementation service providers that specialize in developing and installing integrated criminal case management systems for the public sector. By selecting and installing an integrated case management system the District Attorney seeks to:

- (1) Simplify processes
- (2) Apply "best practice" processes
- (3) Streamline procedures
- (4) Improve criminal justice statistical reporting and distribution of reports
- (5) Enhance strategic planning and budgeting
- (6) Improve productivity
- (7) Facilitate the flow of information between partner agencies
- (8) Simplify criminal case review and filing procedures
- (9) Boost employee morale and retention.

Technical Summary

The District Attorney is seeking proposals for an integrated case management system and comprehensive implementation services. The proposals shall include a recommendation for the system that best meets the District Attorney's functional requirements, as well as an estimate of the implementation time, hardware and software requirements. In addition, the proposal shall describe the responsibility and level of involvement of County personnel for implementation and operational maintenance. Other components of the proposal shall include training approach and requirements and any recurring and non-recurring costs required for implementation and maintenance of the recommended system. The software and services package proposed by the winning vendor shall provide the District Attorney with a single-solution to replace its current antiquated system.

The District Attorney seeks a single, integrated system that seamlessly combines the following required functionality:

- *Law Enforcement Interface, including the ability to import, view, copy and distribute law enforcement reports and supporting images and recordings;
- *Court Interface, including the ability to import, view, and print documents including minute orders, filings, motions, and case dispositions in active and current court cases;
- *Probation Department Interface, including the ability to import, view, and print active probation terms and conditions, probation reports and sentencing recommendations, bail studies, progress reports, enforcement reports, and supporting images and recordings;
- *Document Conversion for all existing forms and documents;
- *Case charging functionality featuring current California Charging Language, Codes, and Statutes, including the ability to electronically prepare and file charging documents (Complaints and Informations), motions, and other court documents.
- *Basic Financial Management functionality for determining and monitoring restitution and/or other civil penalty compliance
- *Victim and witness management and tracking functionality, including contact information and subpoena management.
- *eDiscovery capabilities
- *Evidence tracking
- *Calendar and court event tracking
- *Email integration
- *Pretrial and diversion tracking
- *Cloud-Based or Server-Based systems will be considered.
- *Wireless/remote technology solution allowing attorney access and use of the case management system while in court and from other remote locations.

The District Attorney seeks an “out-of-the-box” solution that does not require programming modification to meet the offices’ needs; however, the District Attorney recognizes that development of interfaces to peer systems may be required. The District Attorney does not have a strong technical structure preference but requires that the client side will be Microsoft Windows compatible.

In addition to highly functional applications, the District Attorney expects that system data can be easily queried and will fully support drill-down functionality. The system should be implemented with many standard reports that can be emailed as well as exported electronically to desktop productivity applications. The system should facilitate creation of custom reports in addition to those provided with the system. The system is expected to have comprehensive security.

The District Attorney seeks comprehensive installation and training services. The selected vendor is expected to provide project management, installation/implementation expertise and training. Training may be web based, but it is expected that initial training will be conducted using live interaction with vendor training staff.

The District Attorney expects project implementation to commence in the fall of 2015. The “go-live” date is planned for March , 2016. The District Attorney expects this project to consist of at least the following components:

1. Pre-implementation planning: The selected vendor will work with County Information Services staff to develop a comprehensive project plan covering all steps of the implementation.
2. Hardware installation: Vendor must define hardware requirements for the system and verify that the hardware requirements have been met before software implementation can begin.
3. Software installation: Vendor will be responsible for the server-side software installation. Vendor will train County Information Services on client-side installation.
4. Data Conversion: Vendor will have proven data conversion experience. Vendor will work with County to ensure necessary data is properly converted. Data conversions required for operation of system will be prioritized.
5. Training: Vendor will provide high-quality training and comprehensive technical documentation to County’s Information Services staff and District Attorney’s staff. The vendor will provide high-quality training and system usage manuals to end-users.
6. On-site support: The County requires on-site support during critical phases of the project such as periods of parallel processing and initial live processing.
7. On-going support: Once the case management system is operational, the District Attorney expects to have access to competent and expeditious support throughout the workday.

In an effort to keep the project on time and within budget, the District Attorney requires the selected vendor to assign a project manager to oversee the entire project implementation. The vendor project manager, approved by the County will work with the County project manager to ensure project success.

The District Attorney recognizes that the selected vendor will become its long-term technology partner. Therefore, the County will consider the vendor's staff knowledge, support guarantees and history when awarding the contract. The District Attorney seeks a vendor with proven successful experience installing and maintaining its system for other prosecutors' offices similar to its own.

The District Attorney expects all respondents to propose a complete solution that clearly describes and defines required and optional hardware, system software, enterprise software, project management, implementation services, data conversation services, documentation, training services and on-going support services.

Number of Users

The District Attorney expects to provide system access to its entire staff. Currently, that consists of four (4) attorneys, three (3) investigators, four (4) legal secretaries, and one (1) victim witness assistant. The system should be flexible enough to provide additional access for any modest growth that may occur in the office. The majority of system access will occur between 7:00 a.m. and 6:00 p.m. business days; however, occasional weekend, holiday and evening access is required. The vendor must specifically indicate if there are times and the circumstances when the system cannot be accessed.

Unattended Data Center

The County's current data center is a lights-out facility. The County anticipates that the selected solution will be highly automated from a system maintenance perspective.

PROPOSAL INSTRUCTIONS

General Conditions

Proposal Cost

Those submitting proposals do so entirely at their expense. There is no expressed or implied responsibility on the part of the County of Inyo to reimburse vendors for any expenses incurred for preparing or submitting proposals, providing additional information when requested by the County of Inyo, or participating in any selection interviews.

Prime Contractor Responsibility

Any vendor's proposal that includes equipment and/or software marketed and/or supported by other companies or individuals should contain a statement that the vendor intends to act as prime contractor for the delivery and maintenance of the entire system.

Basis of Selection/Selection Criteria

No commitment will be made to select a vendor's system solely on the basis of price. The primary basis for selection will be the proposed solution's ability to meet the District Attorney's case management needs; however, weight will also be given to overall acquisition and operating cost, maintainability and vendor's reputation and ability to be a strong business partner.

The selection criteria listed below represent critical issues that will impact the success of the District Attorney case management system project. The vendor should make certain that their proposal address each of these issues. Each criteria is important.

1. **Proven System Capabilities:** The vendor must demonstrate that other similar prosecutorial offices are using the proposed solution. Further, the vendor must show how the proposed system will be enhanced to incorporate new technologies in the future.
2. **Features:** The vendor must address the general and specific requirements as defined in the Request for Proposals.
3. **Comprehensive Vendor Services:** The vendor must specify its ability to provide the wide range of services outlined in this Request for Proposals. The successful bidder must demonstrate its ability to provide consistently high quality services.
4. **Cost:** The vendor must provide the required systems and services at a cost that is economically feasible.
5. **System reliability:** A reliable and accurate case management system is of critical importance to the District Attorney.
6. **Supportability:** The vendor must document their support competence. Further, the vendor must demonstrate their ability to document the proposed system so that it can be supported in the future.
7. **Implementation project management:** The vendor will be judged on its proven ability to successfully manage project implementation. The vendor must provide the County with information on how it intends to approach the implementation of the proposed case management system, and what services are included in the proposed implementation plan.
8. **Timing:** The District Attorney is interested in working with a vendor able to begin implementation activity immediately following successful contract negotiations. The

vendor must provide staff resource scheduling to demonstrate its ability to meet the objective.

9. Ability to enter into the standard County of Inyo Contract for the provision of software services, a copy of which is attached to this RFP as Exhibit "B".

Proposal Evaluation

Responses to this RFP will be evaluated according to the criteria described in the preceding section using the following standards, based upon the following point system :

1. Proven System Capabilities: up to 20 points.
2. Features: up to 10 points.
3. Comprehensive Vendor services: up to 15 points.
4. Cost: up to 10 points.
5. System Reliability: up to 15 points
6. Supportability: up to 10 points
7. Implementation Project Management: up to 10 points
8. Timing: up to 5 points.
9. Ability to enter into standard County Contract: up to 5 points.

(100 points, maximum total)

A team selected by the District Attorney and the County Information Services Division will evaluate all proposals deemed responsive to the request. The initial evaluation will consider the submitted responses and provided references only. The proposals will be ranked based on an analysis conducted by the evaluation team.

The top ranked respondents will be deemed finalist and be asked to provide on-site demonstrations as a means of confirming the vendor's claims regarding the capabilities of the proposed solution.

Discussions may take place with the finalists to clarify the proposal and obtain a best and final offer. Any award granted will be granted to the respondent proposing the best solution for the District Attorney as determined solely by the County.

The County will attempt to negotiate a mutually satisfactory agreement with the highest ranked respondent. If a mutually satisfactory agreement cannot be negotiated with the highest ranked

firm, the County of Inyo will attempt to negotiate an agreement with the second highest ranked proposal, etc.

After a mutually satisfactory agreement has been negotiated including the approval of all required insurance and endorsements, the final negotiated agreement will be submitted to the Board of Supervisors with a recommendation for award of the contract.

Exceptions and Omissions

Should any vendor find any omission, discrepancies or ambiguities in this RFP, the vendor should notify the County in writing, via email, immediately. All questions will be answered to the extent possible in an addendum releases as soon as possible after the County receives the notification. Please note that all omissions, discrepancies, or ambiguities are not purposeful. Please direct all such notifications to:

Brandon Shults, bshults@inyocounty.us .

Additional Information

If the vendor requires additional information to complete the proposal, the vendor is cautioned that opportunity to obtain additional information should be limited to technical and/or procedural questions and should not be viewed as a sales presentation opportunity. Requests must be made in writing via email. Please direct all such requests to:

Brandon Shults, bshults@inyocounty.us .

Project Contact

Brandon Shults—Director, Information Services
P.O. Box 477
Independence, CA 93526

Phone: 760-878-0314

Fax: 760-872-2712

Email: bshults@inyocounty.us

Submissions

Three hard copies of the proposal and two email or download link of an electronic version of the proposal should be delivered to:

Clerk of the Board of Supervisors

If by U.S. Mail to: *

Inyo County Board Clerk
RFP-DA-15-01
P.O. Box Drawer N
Independence, CA 93526

If by non U.S. Mail: *

Inyo County Board Clerk

RFP-DA-15-01
224 North Edwards Street
Independence, CA 93526

***(US Post Office does not deliver to street addresses in Independence)**

Submissions must be received no later than 3:30 PM, Monday, October 19, 2015. The County reserves the right to deem respondent non-responsive if submissions are not received by the date and time stipulated. It is the responsibility of the respondent to ensure delivery by the date and time stipulated; the County reserves the right to discount failure of the delivery mechanism utilized by the respondent but generally will not discount failure of the delivery mechanism utilized by the respondent.

Submittal Checklist

Please use the following proposal checklist to ensure you are submitting a complete proposal.

One original paper copy clearly marked as "original"

Two duplicate paper copies

At least five meaningful pages of a training manual

Example reports and screen shots

Sample Project Plan

Functional and technical requirements completed and saved electronically. Hard copy also provided.

Emailed (or download link) of electronic copy of entire submittal

Schedule

September 7, 2015—Release of Request for Proposals

October 19, 2015—Responses to RFP Due to Board Clerk

November 16, 2015—Evaluation of Responses to be Completed
October 16, 2015—Notifications to submitters of evaluation results

Proposal's Use/Vendor Guarantees

The vendor's response to this RFP acknowledges that the rights have been reserved to include any part or parts of the selected vendor's proposal in the final contract. Submission of any proposal indicates acceptance of the conditions contained in the RFP.

By submission of a proposal, the vendor certifies that:

The prices in this proposal have been arrived at independently and without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such prices, with any other vendor.

The vendor has not paid or agreed to pay any fee or commission, or any other item of value contingent on the award of this contract to any employee, official, or current contracting consultant of the County of Inyo.

All proposals submitted and the included pricing shall be valid for a period of 120 calendar days from the date of the proposal opening.

Rights of County

The County, at its sole discretion, reserves the right to:

1. Reject any or all responses without cause.
2. Reject all responses and seek new responses when such action is judge to be in the best interest of the County.
3. Request and receive additional information as the Country believes is necessary and to disqualify any company and reject any responses for failure to promptly provide such additional information.
4. To waive any informalities or incomplete responses and to disregard all non-conforming, non-responsive or conditional proposals.
5. Negotiate with any and all vendors.

SUBMITTAL REQUIREMENTS

Proposal Format

To facilitate the analysis of responses to this RFP, vendors are required to prepare their proposals in accordance with the instructions outlined in this section. Vendors whose proposals deviate from these instructions may be considered non-responsive and be disqualified at the discretion of the County.

Vendors shall prepare proposals as simply as possible and provide straightforward, concise description of its capabilities to satisfy the requirements of the RFP. The technical/functional requirements response section of the proposal must be submitted in Microsoft Excel format in hardcopy as part of the submitted document and as an email or download link. Emphasis should be concentrated on accuracy, completeness, and clarity of content. All parts, pages, figures, and tables shall be numbered and labeled clearly. The proposal must be organized into the following sections:

<u>Section</u>	<u>Heading</u>
	Title Page
	Letter of Transmittal
	Table of Contents
1.0	Executive Summary
2.0	Company Background and Staff Biographies
3.0	Proposed Application
4.0	Proposed Technology
5.0	Implementation Methodology
6.0	Training
7.0	Maintenance Services
8.0	Client References
9.0	Cost Proposal
10.0	Sample Documents
11.0	Responses to Qualitative Questions
12.0	Responses to Functional/Technical Requirements

Requirements relative to each section of the RFP response are described below.

Proposal Section 1.0 Executive Summary

The Executive Summary should be limited to a brief narrative highlighting the vendor’s proposal. The summary should be written for a non-technical reader and contain a brief description of each component and how it works. Note which products are your own and which are partner products. Please do not include cost quotations in this section.

Proposal Section 2.0 Company Background and Staff Biographies

The County seeks information about each vendor in order to evaluate the company’s stability and ability to support the commitments set forth in response to this RFP. For the principal and each partner vendor relative to the proposal, include a separate vendor profile including:

- Office location nearest Independence, California;
- Company’s history, detailing length of time in business;
- Number of years of case management system experience;
- Company ownership, structure, size, and employee retention success;
- Company’s mission or vision statement;
- Description of company’s target market;
- Percentage of business in public sector;
- Percentage of business in prosecutorial offices;
- Number of installations similar to that proposed;
- Most recent audited financial statements;
- Explanation of any pending litigation;
- Nature of vendor’s commitment to the public sector and its customers;
- Staff biographies

The County seeks a meaningful, substantive, and long-term relationship with the vendor selected and realizes that a vital resource will be the vendor’s staff members. Please provide biographies of key staff members. The County also seeks biographies of staff

members who will be involved with the County's implementation. Include key facts about each person, such as lengths of employment with vendor, job responsibilities, work experience, and certifications held.

Proposal Section 3.0 Proposed Application

The vendor must detail the functionality and capabilities of the proposed application software. Please provide, in succinct narrative form, information about the integration and features of each application recommended in the response. Explain whether the suggested software is module-based. The District Attorney is interested in the benefits it can expect to realize from the proposed solution such as built-in time saving workflows, integration with law enforcement agencies, probation, and the court; please highlight these capabilities in your software narratives.

It is imperative that the solution generates accurate, well-developed reports. Please provide information about the proposed solution's reporting capabilities including types of reports, printing options, electronic delivery/export and ad hoc and custom reporting.

Proposal Section 4.0 Proposed Technology

The District Attorney is most interested in solutions based on established, stable technology. Describe the technologies that comprise your proposed solution (programming language(s) used, computing hardware (servers), database engine(s) and operating system(s)). Please provide a short narrative history of your system development efforts and a description of any recent changes you have implemented.

Please specify the computer hardware, network environment and operating system(s) necessary to implement/operate the proposed solution. If there are multiple acceptable hardware solutions, please detail each acceptable option; generally the District Attorney is expecting a minimum configuration and a recommended configuration if they are not the same. It would be helpful to know what percentage of your customers using the proposed solution do so using the recommended hardware configuration.

The database is the core of any integrated system. Provide a description of the relational database management system on which the proposed solution is built. List any end-user productivity tools that are required or optional. In the event that there is more than one suitable database platform, list each acceptable option and detail the relative strengths and weaknesses of each option.

The District Attorney does not wish to customize the solution directly. Nonetheless, describe how the solution can be customized by the District Attorney. Additionally,

describe how the vendor can customize the solution for the District Attorney and the process invoked if the District Attorney desires customization.

The District Attorney prefers a solution void of software components that would have to be licensed/contracted from other than the vendor proposing the solution. Nonetheless, detail all third-party software required to implement/operate the solution and indicate if the third-party software would be licensed to the County by the vendor or another party.

Proposal Section 5.0 Implementation Methodology

Implementation of an integrated case management system is a large task. Describe the methods and processes employed to ensure the system is successfully implemented smoothly and on schedule. It would be helpful to include an example project plan.

Proposal Section 6.0 Training

The District Attorney staff has been working with antiquated technology. District Attorney staff will need to be trained on the new system. Describe the tools and processes employed to make technically naïve end-users competent on the new system.

Explain the anticipated responsibilities of the County technical staff relative to support of the new system and related hardware. Explain what training the technical staff will receive so they can successfully fulfill their responsibilities.

Proposal Section 7.0 Maintenance Services

The District Attorney requires top-quality support services. Please describe the support services offered including:

Trouble call tracing system

Response time

Phone and web-based help

Any support programs/levels

Frequency and delivery mechanism for new software releases

Notification and delivery method for bug fixes and patches

Available user groups

Other Support

Be sure to define any service level options and describe which services are included in the annual maintenance fees and which are optional.

Describe how customer feedback is solicited and incorporated into software enhancements.

Describe testing process/quality control for patches, updates, and releases.

Proposal Section 8.0 Client References

Every vendor must provide client references. The references should be organizations with similar business requirements and similar size (preferably small or medium-sized District Attorneys' offices in the state of California). List the scope of the software in use by the reference. Information should include: name of client reference, jurisdiction, mailing address, physical location of primary installation, telephone, fax number, email address, date implementation began and date implementation was completed.

If the implementation provider is a separate company from the vendor responding, references must be provided for the implementation provider as well.

All references will be contacted should your company be included on the finalists list.

Proposal Section 9.0 Cost Proposal

Every vendor must define the licensing structure and document the complete cost for the licensing, installation and ongoing support of their proposed system. The District Attorney reserves the right to contact the vendor for cost and scope clarification at any time during the selection and negotiation process. Please provide as much detail as possible. Items that should be defined should include:

Licensing fee for each module/application

Training fee for each module/application

System software and specialized hardware (if any—the District Attorney expects to independently acquire market-available recommended hardware).

Implementation services categorized as:

- Project Management
- Technical Services
- Parallel Testing/Production user assistance
- Data Conversion
- System staging
- On-site installation
- Technical staff training

Annual Maintenance Fees (if there are multiple options and/or levels, provide feed detail for each).

The District Attorney realizes costs are based on some assumptions and pledges to work with all vendors during the negotiation process to arrive at a fair and equitable agreement.

Vendors are encouraged to provide documentation about any assumption made while determining prices (for example, conversion fees may be based on an assumption of the number of data files to be converted).

Proposal Section 10.0 Sample Documents

The District Attorney expects complete and competitive proposals to include sample copies of the following documents:

Sample Implementation Plan

Screen shots showing, at a minimum, the following:

- Menu/Home Screens
- Pleadings generated by system (Complaint, Information, etc.)
- Standard reports

A custom report

End-User Documentation (at least 5 meaningful pages)

Proposal Section 11.0 Responses to Qualitative Questions

The subject matter experts will evaluate each answer to the qualitative questions. The District Attorney will assess each answer as:

Favorable: The vendor's response communicates a similar vision of high-quality customer service, and the vendor's desire for health, long-term relationships. In the context of technology, the vendor's response incorporates desired technologies and methods.

Acceptable: The vendor's response communicates a similar vision of customer service, and the vendor's desire for satisfactory long-term relationships. However, the answer could be improved. In the context of technology, the vendor's response incorporates some desired technologies and methods. However, the answer could be improved.

Unfavorable: The vendor's response does not communicate a similar vision of customer service or a desire for long-term relationships. In the context of technology, the vendor's response does not incorporate desired technologies or methods. The District Attorney believes substantial improvements are needed.

Qualitative Questions:

1. What advice do you provide to prosecutor's offices selecting a new case management system?
2. What are the two most important attributes of a technology partner?
3. What is your organization's employee retention strategy?
4. What tools do you employ to accomplish your employee retention strategy?
5. Explain your customer support strategy.
6. Describe your marketing niche.
7. Where does the vendor fit in the market place, and what are the vendor's market share goals? Describe your long-term and short-term strategies to achieve your goals.
8. What percentage of your clients are city and/or county prosecutors? What percentage of your client base is governmental?
9. What percentage of your earnings is used for research and development?
10. What level of continued investment is required to stay current with new technology?
11. How can the District Attorney customize your applications?

12. How are your applications integrated? Were the applications built together or acquired and integrated?
13. Can data be easily imported/exported between the vendor's applications and Microsoft applications?
14. Describe your recommended test environment.
15. Describe your recommended training environment.
16. List certification or endorsements from leading technology companies.
17. Describe the training made available to the County's in-house system administrators.
18. What application and technical documentation do you provide to our users and administrators?
19. What happens if a customer requests an enhancement?
20. How much have the vendor's support and maintenance fees increased during the last five years?
21. Please describe a recent user group meeting.
22. Describe general file maintenance and tools provided to accomplish file maintenance.

Proposal Section 12.0 Responses to Functional/Technical Requirements

Attached to this document as Exhibit "A" is a technical evaluation checklist. The County Information Technology Division will evaluate all responses to evaluate technical compliance with the District Attorney's needs. The response must include a completed technical evaluation checklist.

Attachment A Evaluation Checklist

1.0	General System Requirements	Yes	No	Partial	Custom or 3 rd Party	Comments
1.1	The system does use Microsoft SQL server, (2008 or newer) and provide functionality in the following areas: Criminal (Adult and Juvenile), Victim Witness, Investigations, Civil, Asset Forfeiture, Criminal Restitution, Electronic Discovery, Event Management, and ad hoc report writing.					
1.2	The system does support thin client or client/server architecture and provide graphical user interfaces for pc workstations.					
1.3	The system does incorporate standards and concepts for open systems and system connectivity 1. ODBC and RDBMS compliant. 2. Global Justice XML compliant					
1.4	The system does allow the user to add an unlimited number of user-defined fields, including required fields, with all changes cascading to all affected screens, the database, and reports.					
1.5	The system does provide for the ability to hide any system fields to meet local agency or user requirements, with all changes cascading to all affected screens, the database and reports.					
1.6	The software's database is fully relational and require only single entry of data elements (i.e., name/party records must be entered only once and linked to other tables by reference only). Users do not need to duplicate entry of data elements.					
1.7	The system will be compatible with recognized industry e-mail protocols and standards, specifically SMTP and POP3. The current system is Microsoft Outlook.					

Attachment A Evaluation Checklist

	General System Requirements	Yes	No	Partial	Custom or 3 rd Party	Comments
1.8	<p>The system includes an ad hoc reporting tool that provides the following functionality:</p> <ol style="list-style-type: none"> 1. Hyperlink functionality (i.e. clicking on the hyperlink enables the user to drill down to more specific information as necessary). 2. Automated, scheduled e-mail reporting to recipients within and outside the system. 3. Ability to export and print all report content. Export to Excel, PDF, XML, comma delimited, without the purchase of additional third party software. 					
1.9	<p>The system will allow the user to define an unlimited number of additional case types without the purchase of case type specific modules and does support the following functionality.</p> <ol style="list-style-type: none"> 1. When case types are entered, only those codes, values, events, documents, and statutes that are applicable to those case types are displayed and available for entry by systems users. 2. Only defined users, or groups of users, can add or access specific case types. 3. Each defined case type can have unique business rules that apply. 					
1.10	<p>The system will maintain an unlimited and accessible history of changes to all fields (e.g. historical addresses, contact information, etc.). This should be accessible via a separate view log or on the same screen.</p>					

Attachment A Evaluation Checklist

	General System Requirements	Yes	No	Partial	Custom or 3 rd Party	Comments
1.11	The software does use a report writer, for example, Microsoft SQL Reporting Services.					
1.12	The software is compatible with Windows 7 or later.					
1.13	The software is a user friendly interface solution.					
1.14	Authorized users and administrators are able to fully access and use the software via the web without purchasing additional thin-client software.					
1.15	The software conforms to NIEM standards.					
1.16	The system offered is written in Microsoft .NET					

Attachment A Evaluation Checklist

2.0	General System Use	Yes	No	Partial	Custom or 3 rd Party	Comments
2.1	The system does provide hot keys to execute key commands, drop down codes, save, search, and navigation functions.					
2.2	Screen navigation - The system has a readily accessible menu that allows users to move freely between screens without having to return to a main menu navigation page. It also does not require re-entry of information to achieve navigation.					
2.3	The system allows the agency to define business rules for required field entry based on the values input into other fields. For instance, cases cannot be closed unless a disposition has been entered.					
2.4	The system provides a free text comment or note field, logging the username and date/time the note was entered, at the case level and person level (at a minimum).					
2.5	The system allows all coded values to be user defined and updateable.					
2.6	The system allows for easy modifications or additions to drop down menus.					

Attachment A Evaluation Checklist

	General System Use	Yes	No	Partial	Custom or 3 rd Party	Comments
2.7	The system does apply data entry formatting in applicable free text entry fields. (i.e., phone number [(###) ###-####], zip code [#####(-###)], etc.)					
2.8	The system does allow auto-filling on all coded lookup e.g. typing 'M' in the Gender fields automatically fills 'Male' in the data entry box.					
2.9	The system provides a method for automatically linking/triggering events, case status changes, documents, and correspondence (i.e., a certain event will automatically trigger a document such as a Marsy's letter, property release, destruction of firearm, stay away order, protective order, DEJ order, etc.)					
2.10	The system includes the ability to send automatic notification via e-mail or system prompts to users and staff for changes in case and/or event information.					
2.11	The system includes the ability to electronically route cases, work tasks and notify system users of those routed items.					
2.12	The system includes the ability to initiate the scheduling of future tasks on an individual or group based on the occurrence of prior tasks or events and based on user defined business rules.					
2.13	The system includes or allows for a case weighting system for attorney and investigator assignment.					

Attachment A Evaluation Checklist

3.0	Person Information	Yes	No	Partial	Custom or 3 rd party	Comments
3.1	The system does accommodate single name/party record entry in a fully relational table. For example, a name/party is entered only once and can then be linked with information anywhere else in the application.					
3.2	The system does track and link the following person information: name, alias (es), demographics, identification numbers, date of birth, address history, and mug shot photo.					
3.3	The system supports multiple defendants per case with each co-defendant having unique and possibly different charges, declines, judgment, events, restitution, attorneys, etc.					
3.4	The system is able to duplicate an entire case including charges and involved persons for co-defendant cases including an adult with a juvenile.					
3.5	The system allows user to add a co-defendant to a case before and after case has been charged.					
3.6	The system accommodates the names of people, businesses, and group names.					
3.7	The system allows users to view all involvements to a name on one screen, i.e., a name inquiry identifies, at a minimum, all aliases, all cases, the person's relationship to each case (for example, client, defendant, victim, witness, or parent/guardian of juvenile), gang activity, and any associated charges.					
3.8	The system is able to track an unlimited number of aliases, home and work addresses, phone numbers, and e-mail addresses for any person.					
3.9	The system is able to track the dates associated with any address, phone, or e-mail change.					
3.10	The system is able to track an unlimited number of relationships between person records.					
3.11	The system allows users to enter an unlimited number of name-specific relationships, such as brother, sister, business associate, etc.					

Attachment A Evaluation Checklist

	Person Information	Yes	No	Partial	Custom or 3 rd party	Comments
3.12	The system allows for an unlimited number of additional numbers that can be associated to the case and name (i.e., multiple SSN's, or Driver's License Numbers).					
3.13	The system visually prompts users if an individual is a juvenile.					
3.14	The software allows users to view all cases linked to a name, and from this view allows users to go directly to a chosen case.					
3.15	The software provides duplicate name detection tools to prevent the database from becoming cluttered with duplicate name records.					
3.16	The software provides the capability to merge duplicate names.					
3.17	The system is able to produce a summary report for all involvements tracked in the application for any individual.					
3.18	The system does provide the ability to track a person's activity in a gang including, but not limited to, gang name, type of association, and date(s) of association.					

Attachment A Evaluation Checklist

4.0	Case Information	Yes	No	Partial	Custom or 3 rd Party	Comments
4.1	The system integrates our current case numbering system and will automatically assign a new sequential number for new cases (for example, R20130101000 or J20130101000).					
4.2	The system is able to link a case to multiple court case numbers or police report numbers.					
4.3	The system allows users to view all involvements to a case on one screen, i.e., a case inquiry identifies the defendant, co-defendant, victim, witness, officer, defense attorney, parent/guardian of juvenile, relatives, other interested parties and any related cases.					
4.4	The system is able to categorize a case with multiple case types.					
4.5	The system allows law enforcement and court numbers to be linked to cases. These law enforcement and court numbers must be completely searchable.					
4.6	The system is able to track an unlimited number of witnesses and victims per case.					
4.7	The system allows multiple law enforcement agencies and agency report numbers to be associated with a case or name.					
4.8	The system allows records to be sealed, viewable only to users with the appropriate access level.					
4.9	The system does track conditions of the court placed on the case, e.g., sealed records, or destruction of weapons.					
4.10	The system provides the ability to automatically close a case based on business rules in accordance with federal, state, and local statutes, and user rules or procedures, e.g., statute of limitations. System will notify administrator of case closure.					
4.11	The system provides a means for re-opening previously closed cases while retaining case closure and current re-opening information, e.g., appeals and 1381 demands.					

Attachment A Evaluation Checklist

	Case Information	Yes	No	Partial	Custom or 3 rd Party	Comments
4.12	The system provides case verification status and produce results (e.g., rejection, return for further investigation, or dismissed in the interest of justice).					
4.13	The system does provide the ability to track cases related to grants, including state prison, mental health and Maximus cases.					
4.14	The system provides the ability to track evidence related to a case and attach images of that evidence.					
4.15	The software fully supports multi-defendant case tracking that can be managed from one screen. For instance, each co-defendant may have unique judgments, events, restitution, or attorneys.					
4.16	Supervisor's is able to assign, maintain, and track cases in all modules.					

Attachment A Evaluation Checklist

5.0	Charge Information	Yes	No	Partial	Custom or 3 rd Party	Comments
5.1	The system provides for the importing of Local, State, and Federal code sections and charging language in pdf format from various media such as a web download, CD/DVD, or conversion from county legacy systems.					
5.2	The system provides an easy way to update Local, State, and Federal code sections and charging language to account for new statutes and court decisions.					
5.3	The system is able to manage and store repealed code sections.					
5.4	The system does maintain an unlimited number of charges per case and/or defendant.					
5.5	The system is able to link referral charges to charges filed.					
5.6	The system is able to link charges to law enforcement officers, persons involved in a case, and events.					
5.7	The system does track dispositions of statute enhancements and modifiers.					
5.8	The system provides the ability to track arresting charge(s), prosecuting charge(s), and final charge(s).					
5.9	The system does track the sentence, the sentence credit and suspended time.					

Attachment A Evaluation Checklist

6.0	Event, Scheduling and Calendar Information	Yes	No	Partial	Custom or 3 rd Party	Comments
6.1	The system provides the ability to track event information including, but not limited to, type, location, date and time, and event notes.					
6.2	The system allows users to link an involved person's events to a case.					
6.3	The system does display case and non-case event information in an intuitive and interactive PIM (Personal Information Manager) format similar to Microsoft Outlook or Google calendars.					
6.4	The system allows for intelligent group event scheduling and rescheduling.					
6.5	The system allows for the generation of user-defined calendars that can be sorted by attorney and time for display on the screen, printing and/or sending to another calendar.					
6.6	The system provides the ability to track attorney and court information including, but not limited to, docket number, judge name, court notes, all attorneys involved, attorney type, and date attorney assigned.					
6.7	The system produces schedules for individuals, events, tasks, and dates upon user request (e.g., prosecutors schedule by date). These schedules must be able to be printable, exportable to Excel, RTF, Adobe Acrobat, web accessible, and exportable to Microsoft Outlook or Google Mail.					
6.8	The system allows users to define structure, content, and frequency with which the system displays ticklers, alerts, and prompts.					
6.9	The system provides the ability to search on a defendant or prosecutor name and directly navigate to any associated upcoming events or view a calendar of those events.					

Attachment A Evaluation Checklist

	Event, Scheduling and Calendar Information	Yes	No	Partial	Custom or 3rd Party	Comments
6.10	The system provides the ability to document and track work actions performed by staff and provide for the auto-creation of user-defined events, and notification based on these work actions. For example, a motion, defendant held to answer or a vop hearing.					
6.11	The system provides the ability for the closure of a case to auto-create user-defined documents, events, system reports and notifications.					
6.12	The system provides the ability to update the calendar of assigned attorney when case is evented.					
6.13	The system allows users to define rules to produce one of the following 1. A calendared appointment in Microsoft Outlook or Google Mail 2. Case status change 3. Document 4. New event in system 5. An e-mail to Microsoft Outlook or Google Mail 6. Ticklers					

Attachment A Evaluation Checklist

7.0	Image and Document Management	Yes	No	Partial	Custom or 3 rd Party	Comments
7.1	The system provides an integrated scanning solution allowing documents and images to be scanned directly into the system and connected with a case without having to exit the system.					
7.2	The system will permit user defined file formats to be uploaded to the server and connected to a case.					
7.3	Documents and images can be stored electronically within the system. These images can be viewed on inquiry or printed out. <ol style="list-style-type: none"> 1. The system is able to accept all file types while allowing the system administrator the ability to limit which file types are uploaded to the server. 2. There is no proprietary file header formats labeling digital images. 					
7.4	The system allows system generated documents to be automatically linked to a case file for future reference.					
7.5	The system allows users to generate documents from within the application without having to open the word processor program.					
7.6	The system provides the ability to generate Microsoft Word documents, and to import existing documents, with data automatically merged from the database into the document. Standard documents should include, but not be limited to: <ol style="list-style-type: none"> 1. Complaint, Information, Indictment 2. Subpoena 3. Victim Letters 4. Property Release 5. Stay Away Order 6. Juvenile Petitions 7. Motions 					
7.7	The system provides the ability to merge (or cut/paste) information not found in the database into Microsoft Word documents with the use of special user prompts or list boxes.					

Attachment A Evaluation Checklist

	Image and Document Management	Yes	No	Partial	Custom or 3 rd Party	Comments
7.8	The system is able to search all files and documents stored in the "electronic" case files.					
7.9	<p>The system provides the ability to generate criminal complaints listing multiple defendants, charges and charge victims.</p> <ol style="list-style-type: none"> 1. List multiple defendants in the caption. 2. Each charge will include one or more of the defendants. 3. A list of victim(s) specific to that charge. 4. Ability to modify victim names on documents when confidentiality is required. 					
7.10	The system allows standard PDF forms provided by Administrative Office of California Courts to be auto-populated from the database.					
7.11	The system allows for batch document production.					
7.12	<p>The system provides the ability to generate or regenerate a batch of subpoenas including multiple types of subpoenas, with one action as a group of documents.</p> <ol style="list-style-type: none"> 1. The system provides the ability to track the service of the subpoenas. 2. The system is able to notify the user before a hearing whether all subpoenas have been served. 3. The system provides screens for users to check the status of subpoenas. 4. The system does support e-mail service of selected subpoenas. 					

Attachment A Evaluation Checklist

8.0	Discovery	Yes	No	Partial	Custom or 3 rd Party	Comments
8.1	The system does create an electronic discovery packet that can be automatically generated and distributed to defense counsel.					
8.2	The system does generate electronic discovery that is viewable by defense counsel without the use of any special or proprietary software or hardware.					
8.3	The system is capable of e-mailing discovery packets to defense counsel or provide the ability for defense counsel to download discovery packets over a secure web connection.					
8.4	The system is capable of automatically page numbering (Bates Stamp) all pages and images in a discovery packet.					
8.5	The system is able to redact confidential information at the time a discovery packet is created. Redactions apply only to the copies of documents or images to be contained in the discovery packet and will not change the documents as originally entered into the case management system.					
8.6	The system is able to keep a log of the items included in each discovery packet, how provided (hard copy, cd, e-mail or download) and the date/time discovery was made available to defense counsel.					
8.7	The system is able to track discovery charges/payments by case number and defense counsel name if discovery is released as hard copy.					

Attachment A Evaluation Checklist

9.0	Justice Partner Integration	Yes	No	Partial	Custom or 3 rd Party	Comments
9.1	The system is capable of importing data from and exporting data to the proposed California Administrative Office of the Courts (AOC) Case Management System, when operational.					
9.2	The system provides secure, view only access via the web for other County Departments and local police agencies. For security purposes, the areas accessed is able to be defined by System Administrator based on groups, roles, or users.					
9.3	The system is able to import data from the local law enforcement records management systems (RIMS), Department of Justice (DOJ), the Probation Department Case Management System and court system including: 1. Electronic data and documents 2. Scanned documents and photos 3. Audio and video files					
10.0	Victim Witness Assistance Program	Yes	No	Partial	Custom or 3 rd Party	Comments
10.1	The system allows for direct entry of contact information including, but not limited to, contact date and type, mandatory and optional services provided, referred by, comments, and notes, eliminating the need for paper records.					
10.2	The system does track claims and their status.					
10.3	The system does allow addresses to be marked confidential, viewable only to users with the appropriate access level.					
10.4	The system does allow records to be sealed, viewable only to users with the appropriate access level.					
10.5	The system is able to generate a report providing the statistics required for CalEMA reporting. The statistical output must meet the standards established by CalEMA. If CalEMA changes their reporting requirements, the system must be allow the administrator to add or inactivate fields to accommodate those changes without charge to the user.					

Attachment A Evaluation Checklist

11.0	Investigation Requirements	Yes	No	Partial	Custom or 3 rd Party	Comments
11.1	The system is able to track DA initiated investigations, assigning those cases their own investigations case number and case types.					
11.2	The system provides the ability to create case reports with data merged from the case record, with a fully functional unlimited area for report text.					
11.3	The investigations module are able to track at least the following information: 1. Subpoena service 2. Discovery support 3. Witness/evidence transportation 4. Welfare Fraud and Early Fraud investigations statistics as required by the Fraud Bureau for the DPA 266 report. 6. Evidence control log with date/time stamping on remarks and potential for barcode system compatibility.					
11.4	The system provides the ability to maintain profile information for investigative staff including but not limited to, POST ID, certificates earned, employment history and completed training.					

Attachment A Evaluation Checklist

12.0	Inquiry Requirements	Yes	No	Partial	Custom or 3 rd Party	Comments
12.1	The system provides for the easy retrieval of relevant case/matter information in the database through an on-screen search.					
12.2	The system does provide for the ability to search for information using any field or combination of fields contained in the records.					
12.3	The system is able to search based on partial names, addresses or other entries and export all search results.					
12.4	The system is able to search on ranges of information in applicable fields, such as date and weight fields and export all search results.					
12.5	The system allows users to proceed directly to the appropriate search fields without having to scroll or otherwise move through other fields or screens.					
12.6	The system provides for administration and managerial searches to be conducted on screen, and provide number counts of search performed (e.g., number of cases of certain type, with certain status will visually display how many records met the criteria).					
12.7	A system user is able to search on the defendant name and directly navigate to any upcoming events.					

Attachment A Evaluation Checklist

13.0	Reports	Yes	No	Partial	Custom or 3 rd Party	Comments
13.1	The system provides integrated reporting within the case management system, without requiring system users to navigate to reports for access, (i.e., case management system should be the reporting system).					
13.2	The system includes standard reports.					
13.3	The system allows users to create ad-hoc reports without requiring knowledge of programming languages.					
13.4	The system allows ad-hoc reports to be created using any field or combination of fields contained in the records.					
13.5	The system provides users with the ability to define security that determines if reports that are created and viewed can be opened, moved, deleted or copied.					
13.6	The system provides the ability for reports to be exported to multiple formats, for example XML, CSV, Acrobat, HTML, and Excel without the purchase of additional third party software.					
13.7	The system is able to direct reports to a workstation screen, file, network printer or network e-mail account.					
13.8	The system is able to generate reports specific to any case type.					
13.9	The system allows users to schedule report production requests for regular periodic processing according to specified criteria such as one or more times per day, weekly on specified day, monthly on first day of the month and fiscal period, etc. Specification of data ranges to be included in reports may differ from the scheduled date/time of the execution of the report.					

Attachment A Evaluation Checklist

14.0	Business Rules	Yes	No	Partial	Custom or 3 rd Party	Comments
14.1	The software provides for user-defined business rules for required field entry based on other field values (e.g., cases cannot be closed without a disposition).					
14.2	The software is able to close a case automatically based on user-defined business rules.					
14.3	The software provides the ability for the closer of a case to auto-create user-defined documents, events, system reports, and notifications.					
14.4	The software is able to initiate or schedule a future task on an individual or group event based on the occurrence of prior tasks or events according to user-defined by business rules.					
14.5	The software allows administrator to designate fields that must be filled before exiting or updating a screen.					

Attachment A Evaluation Checklist

15.0	System Security	Yes	No	Partial	Custom or 3 rd Party	Comments
15.1	Security measures do ensure the confidentiality of all files within the software application. A unique login and password is available to each user, and is linked to the defined application capabilities for each user.					
15.2	The system allows the System Administrator to define what functions a user can access.					
15.3	The security system does use a combination of user names and strong password support. Security is role-based where user groups are created with access levels and individuals are assigned to those groups. The system does interface with Microsoft Active Directory.					
15.4	The system supports integration with single sign-on software products, while maintaining internal security controls.					
15.5	The system is able to automatically log-off a user if inactivity exceeds defined time-out period.					
15.6	The CMS has security and authorization methods, that allows the ability to restrict access to certain screens and fields by user and user groups.					
15.7	The system allows a user to be assigned to one or more roles or groups.					
15.8	Authorized personnel are able to add, change or delete passwords.					
15.9	The CMS administrator is able to define security on both a group and an individual level with the ability to isolate individuals from specific case information.					
15.10	The system does support various types of access privileges (for example, read only, update, or no access).					
15.11	Proposer has defined the restrictions on the number of users able to access program modules.					
15.12	The system can track the date, time, and login of the person who added or last modified a record for key records such as name and case information.					

Attachment A Evaluation Checklist

	System Security	Yes	No	Partial	Custom or 3 rd Party	Comments
15.13	The system allows designation of certain fields for required entry before exiting/updating the screen.					
15.14	The system provides for security based on the type of case (for example, access to juvenile cases can be restricted).					
15.15	The system provides for security at the database level restricting access to tables, functions, and ability to insert, delete, and update.					
15.16	The system has the ability to restrict access to a case record or portion of a case record for viewing and/or updating by authorized users or user groups.					
15.17	The system does provide comprehensive auditing and logging giving administrators a granular view of what data is being edited, viewed, deleted, and added by system users.					
15.18	The security system does use private-public key technology to enforce non-repudiation.					
15.19	<p>Passwords</p> <ol style="list-style-type: none"> 1. System and application level passwords can be encrypted during user authentication. 2. Users are able to change their own passwords. 3. Utilities are incorporated to enforce rules regarding password construction and force password change at a predetermined time. 4. System does protect against multiple attempts to determine a user password, at minimum 3-try lockout with reset by system administrator. 5. Users without access to a screen cannot see or be aware of that screen. 6. Passwords can be stored in a hash or in an encrypted form on the database. 					
15.20	The system provides for complete deletion (expunging) of specific information or a specific case record, including deletion of the audit trail, by the system administrator only and upon receipt of an appropriate court order.					

Attachment A Evaluation Checklist

16.0	Wireless Security	Yes	No	Partial	Custom or 3 rd Party	Comments
16.1	The vendor has implement security measures to protect data being transmitted via wireless networks, including data communications with portable devices, e.g., laptops, notepads, tablets, etc.					
17.0	IT Requirements	Yes	No	Partial	Custom or 3 rd Party	Comments
17.1	The system is capable of printing to a variety of printers and plotters regardless of the manufacturer.					
17.2	The system is able to exchange data with other software including but not limited to: <ol style="list-style-type: none"> 1. Inyo County's integrated legacy and Microsoft .NET systems. 2. County e-mail system. 3. Browser Compatibility for Web Based Systems: Applications must be 100% compatible with Internet Explorer 9. 4. Web services provided via HTTPS, HTTP, XML, JAVA 5. Microsoft Office (2003, 2007 and 2010) 6. Windows Operating System (XP and 7) 7. Other agency Records Management Systems, Case Management Systems or document management systems. 					
17.3	The system's data and program files are capable of being backed up by common third party backup tools.					
17.4	The system is compliant with Global Justice XML Data Model (GJXDM) standards as specified by the US Department of Justice – Office of Justice Programs and National Information Exchange Model (NIEM) standards.					
17.5	The system is an industry standard relational database management system (RDBMS) that is compliant with the American National Standards Institute (ANSI). There should be Open Database Connectivity (ODBC) drivers so that other software applications may access exported data.					

Attachment A Evaluation Checklist

18.0	Performance	Yes	No	Partial	Custom or 3 rd Party	Comments
18.1	Multi-user environment – The system is capable of preventing loss of information by concurrent updates.					
18.2	The system allows users to access multiple applications on their workstations at the same time.					
18.3	Scalability 1. The system is scalable to accommodate twice the number of users and three times the database size for at least 7 years. 2. Users can replace or add on components to increase capacity of speed (e.g., blade server technology).					
18.4	The system architecture does allow the system to recover from service interruptions with no or minimal loss of data, as well as minimal level of effort to return the system to the pre-interruption state. Methods are in place to ensure that any data initially lost during a system interruption is readily recoverable.					
18.5	The system does have a database administration module to allow a System Administrator to manage local and remote user access.					
18.6	Data manipulation 1. All validation can be done by user driven tables. 2. Data manipulation can be accomplished without decreasing system performance times. 3. Data does have default values where applicable. 4. Users are allowed to add, update, delete, store, print or display information without exiting the system. 5. Users are able to search, query, and summarize data.					

Attachment A Evaluation Checklist

19.0	System Support	Yes	No	Partial	Custom or 3 rd Party	Comments
19.1	Upgrades, updates and annual support 1. Includes a means to distribute updates to all workstations. 2. Vendor updates does keep software compliant with changing legal and technical environment at least twice per year, noticing the system administrator of update. 3. System does include upgrades, software updates and major system revisions as part of maintenance contract. 4. Optional software/system upgrade support is available through a set-fee maintenance agreement.					
19.2	System documentation 1. On-line manuals in PDF format. 2. Comprehensive user's manual(s) for all software operations containing screen illustrations, samples of reports and detailed instructions sufficient to teach non-technical and administrative personnel to operate the software.					
19.3	The system vendor does provide training using detailed training plans.					

Attachment A Evaluation Checklist

	System Support	Yes	No	Partial	Custom or 3 rd Party	Comments
19.4	<p>Vendor Support</p> <ol style="list-style-type: none"> 1. Vender has identified department IT and staffing needs, required skill set, and time commitments for product implementation. 2. Vendor has identified department IT and staffing needs, required skill set, and time commitments for on-going support. 3. Vendor has identified any County IT staffing needs, required skill set, and time commitments necessary to implement connectivity between proposed system and county legacy systems, i.e., Crimes and RIMS. 4. Vendor is aware of all known security vulnerabilities of the operating system and all proposed system utilities and have incorporated the appropriate vulnerability solutions into system design. 5. Vendor does have a system for monitoring security bulletins for the operating system and all system utilities, and can provide and apply the appropriate upgrades or “patches” for the newly discovered vulnerabilities. 					
19.5	The system vendor does provide a detailed training schedule prior to implementation.					
19.6	Vendor access to servers and support systems are established through a secure method such as Cisco VPN for the purpose of necessary support and maintenance. (Dial-up is not acceptable)					

Attachment A Evaluation Checklist

	System Support	Yes	No	Partial	Custom or 3rd Party	Comments
19.7	Toll free help number should be available during business hours (Pacific Time) .					
19.8	The system vendor does provide additional training to the System Administrator of the application when updates affect or increase the functionality of the system.					

Exhibit B

AGREEMENT BETWEEN COUNTY OF INYO
AND _____
FOR THE PROVISION OF _____ SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the _____ services of _____ of _____ (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Contractor shall furnish to the County, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein.

Services and work provided by the Contractor at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

2. TERM.

The term of this Agreement shall be from _____, _____ to _____, _____ unless sooner terminated as provided below.

3. CONSIDERATION.

A. Compensation. County shall pay to Contractor the sum total of _____ Dollars and _____ cents (\$ _____) for performance of all of the services and completion of all of the work described in Attachment A.

B. Travel and Per Diem. Contractor will not be paid or reimbursed for travel expenses or per diem which Contractor incurs in providing services and work under this Agreement.

C. No Additional Consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit Upon Amount Payable Under Agreement. The total sum of all payments made by the County to Contractor for all services and work to be performed under this Agreement shall not exceed _____ Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and Payment. Contractor shall submit to the County, upon completion of all services and work set forth in Attachment A, an itemized statement of all services and work performed by Contractor pursuant to this Agreement. This statement will identify the date on which the services were performed and describe the nature of the

services and work which was performed on each day. Upon receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor on the last day of the month.

F. Federal and State Taxes.

(1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Contractor under the terms and conditions of this Agreement.

(2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety-nine dollars (\$1,499.00).

(3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

(4) The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Contractor shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9, attached hereto as Attachment B, upon executing this Agreement.

4. WORK SCHEDULE.

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor will arrange his/her own schedule, but will coordinate with County to insure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

A. Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

B. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: <http://www.epls.gov>.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Contractor to provide the services identified in Attachment A to this Agreement. County is not obligated to reimburse or pay Contractor, for any expense or cost incurred by Contractor in procuring or maintaining

such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

7. COUNTY PROPERTY.

A. Personal Property of County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, etc. provided to Contractor by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, which is the result of Contractor's negligence.

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

8. WORKERS' COMPENSATION.

Contractor shall provide Statutory California Worker's Compensation coverage and Employer's Liability coverage for not less than \$1,000,000 per occurrence for all employees engaged in services or operations under this Agreement. The County of Inyo, its agents, officers and employees shall be named as additional insured or a waiver of subrogation shall be provided.

9. INSURANCE.

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives or employees.

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).
2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors and Omissions liability insurance appropriate to the Contractor's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

B. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

1. General Liability (including operations, products and completed operations as applicable):
\$ _____ per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: \$ _____ per accident for bodily injury and property damage.

3. Employer's Liability: \$ _____ per accident for bodily injury or disease.

4. Errors and Omissions Liability: \$ _____ per occurrence.

C. Deductibles and Self-insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

D. Other Insurance Provisions. The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The County, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy (CG 20 10 11 85).

2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.

4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

E. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII. The County at its option may waive this requirement.

F. Verification of Coverage. Contractor shall furnish the County with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the County or on other than the County's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by the specifications at any time.

10. STATUS OF CONTRACTOR.

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Attachment A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the County is to be considered an employee of Contractor. It is understood by both

Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent contractor:

A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.

B. Contractor shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.

C. Contractor, its agents, officers, and employees are, and at all times during the term of this Agreement shall, represent and conduct themselves as independent contractors, and not as employees of County.

11. DEFENSE AND INDEMNIFICATION.

Contractor shall defend, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, or employees. Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs which is caused in whole or in part by any act or omission of the Contractor, its agents, employees, supplier, or any one directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

To the extent permitted by law, County shall defend, indemnify, and hold harmless Contractor, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, or resulting from, the active negligence, or wrongful acts of County, its officers, or employees.

12. RECORDS AND AUDIT.

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, and municipal law, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

B. Inspections and Audits. Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, which County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

13. NONDISCRIMINATION.

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap,

medical condition, marital status, age, or sex. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

14. ASSIGNMENT.

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience, and training of Contractor as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement, or any part of it, without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

15. DEFAULT.

If the Contractor abandons the work, or fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, County may declare the Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

16. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-three (23) below.

17. CONFIDENTIALITY.

Contractor agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County.

18. CONFLICTS.

Contractor agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement.

19. POST AGREEMENT COVENANT.

Contractor agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Contractor by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

20. SEVERABILITY.

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

21. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-three (23) (Amendment).

22. ATTORNEY'S FEES.

If either of the parties hereto brings an action or proceeding against the other, including, but not limited to, an action to enforce or declare the cancellation, termination, or revision of the Agreement, the prevailing party in such action or proceeding shall be entitled to receive from the other party all reasonable attorney's fees and costs incurred in connection therewith.

23. AMENDMENT.

This Agreement may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change is in written form and executed with the same formalities as this Agreement, and attached to the original Agreement to maintain continuity.

24. NOTICE.

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which Contractor or County shall be required, or may desire, to make, shall be in writing and may be personally served, or sent by prepaid first class mail to, the respective parties as follows:

County of Inyo

_____ Department
Street
City and State

Contractor:

_____ Name
Street
City and State

25. ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.

AGREEMENT BETWEEN COUNTY OF INYO
AND _____
FOR THE PROVISION OF _____ SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
____ DAY _____.

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: _____

Signature

Type or Print Name

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO
AND _____
FOR THE PROVISION OF _____ SERVICES

TERM:

FROM: _____ TO: _____

SCOPE OF WORK:

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO
AND _____
FOR THE PROVISION OF _____ SERVICES

TERM:

FROM: _____ TO: _____

FORM W-9

Request for Taxpayer
Identification Number and Certification
(See Attached)