

**COUNTY OF LASSEN/CITY OF SUSANVILLE  
REQUEST FOR PROPOSAL**

***Computer Aided Dispatch/Report Management System  
CAD/RMS  
Lassen County Sheriff's Office  
Susanville Police Department***

***Lassen County Sheriff's Office  
1415 Sheriff Cady Lane  
Susanville, CA 96130  
(530) 251-8013  
FAX (530) 251-2884***

**Published: March 19, 2019**

**Proposals are due by 10:00 am on April 22, 2019**

**COUNTY OF LASSEN/CITY OF SUSANVILLE**  
**REQUEST FOR PROPOSALS – CAD/RMS System**  
*Lassen County Sheriff's Office*  
*Susanville Police Department*  
*Susanville, California*

**INTRODUCTION**

The County of Lassen (County) and City of Susanville (City) are seeking a firm to develop a CAD/RMS System for the Lassen County Sheriff's Office, Susanville Police Department, and the County 911 Communication Center that provides dispatch services for both agencies. It is in the best interest of the City and County to identify a vendor that can meet the CAD/RMS needs of both agencies.

The County and City intend to award contracts to a firm that will meet our qualification criteria and has successfully performed services on similar projects in the past. The successful firm will be required to enter into contracts with the County and City separately for the services requested in this Request for Proposal (RFP) within a reasonable time after award. A firm submitting a proposal must be prepared to use the County and City standard contract forms rather than its own contract form. The County's model contract is attached as Exhibit A-County Model Contract. The City's model contract is attached as Exhibit E-City Model Contract. The contracts will include terms appropriate for this project. Generally, the terms of the contracts will include, but are not limited to: (1) completion of the project within the timeframe provided; (2) no additional work authorized without prior written approval; (3) no payment without prior written approval; (4) funding availability; (5) termination of contract under certain conditions; (6) indemnification of the County/City; (7) approval by the County and City of any subcontractors; and (8) minimum appropriate insurance requirements. The County and City intend to award contracts substantially in the form of the Model Contracts to the selected Contractor. County/City may chose not to award contracts.

**BACKGROUND**

The County of Lassen is located in northeastern California, and the County Seat of Susanville is approximately 85 miles north of Reno, Nevada and approximately 112 miles east of Redding, CA. The region primarily consists of agricultural and public land, and the primary employers are three prisons and an Army Base. The County population is around 35,000 people. The population of the unincorporated areas is about 17,000. The remainder of the population lives in the incorporated City of Susanville. Of those residents, about 8,000 are incarcerated in state prisons, leaving a

service population of around 10,000 in the City of Susanville.

The County employs 32 sworn Deputy Sheriffs (Deputies, Sergeants, Lieutenants, Captains), 7 dispatchers, 28 Correctional Deputies (Correctional Deputies, Correctional Corporals, and Correctional Sergeants). The dispatch center has 3 fully functioning work stations, and a partial station. Typically, 1-2 dispatchers staff the Public Safety Answering Point (PSAP) with a supervisor on-site during most day shifts. The Sheriff's Office PSAP also provides dispatch services for the Susanville Police Department.

The City employs about 15 peace officers and two civilian employees.

During the last year the Sheriff's Office PSAP handled 40,246 telephone calls. Of the total calls, 12,865 were 911 calls. These calls, as well as officer initiated activity, resulted in 17,423 events involving patrol resources and the assignment of a report number. Of those, 8,916 were Sheriff's (County) responsibility and 8,507 were Police (City) responsibility. The County PSAP currently maintains approximately 2,100 Active Warrants.

## **SCOPE OF SERVICES**

**Overview.** The County is looking to purchase a fully-integrated system for the Sheriff's Office that includes a Computer Aided Dispatch System, Records Management System, Mobile Field Reporting via tablet and/or smart phone, and a Training Management System, as well as additional modules, all with connectivity to local, County and State agency systems.

The City is looking to purchase a fully-integrated system for the Police Department that includes Records Management System, Mobile Field Reporting via tablet and/or smart phone, and a Training Management System, as well as additional modules, all with connectivity to local, County and State agency systems.

The vendor selected will be responsible for the implementation of all selected components, project management, training, data migration, and providing a turnkey installation that meets the performance requirements as stated in the final contract.

The County and City are proposing a very aggressive system implementation schedule. Contractor should be expecting to implement the new system within 120 days of contract execution. County/City understand interfaces and data conversion (if included in agreement) will extend beyond system implementation. Final schedule will be discussed during contract negotiations.

**Background Check.** Contractor staff will have access to confidential and sensitive data files and shall be subject to a Department of Justice and Criminal History background check. Failure to pass the background check shall exclude any employees of the contractor from access to confidential and sensitive files. All employees of the contractor

who will participate at the level described above will be required to provide a valid issued driver's license or equivalent photo identification before they will be permitted to begin work on the project.

1. **System Requirements:** Refer to Attachment A. Attachment A is the System Requirements Worksheet and must be completed and returned in the original Excel format (PDF is not acceptable). Proposals must include specific responses to each of the requirements and highly desired features.

Proposal responses shall adhere to the following code guidelines:

**E**=Existing Requirement will be met by proposed existing software and/or hardware that is installed and operational and can be demonstrated.

**M**=Minor Modification Requirement will be met by proposed minor modifications to the existing software and/or hardware or use the software tools. All work shall be performed by the contractor.

**U**=Under Development Requirement will be met by proposed software that is currently under development, in Beta test, or not yet released yet.

**T**=Third Party Solution Requirement will be met by existing third party software and/or hardware. Integration work will be performed by vendor and third party. Pricing proposal must include expenses for third party (subcontractor) and it is preferred the vendor-third party relationship currently be functioning in another jurisdiction.

**N**=Not Available Requirement cannot be provided.

**Note:**

An omitted response will be assumed to be the same as "N-Requirement cannot be provided".

All costs associated with "M" or "T" responses shall be included in the pricing proposal.

2. **Interfaces:** Proposed system must interface or be fully integrated with CAD, RMS, Field Reporting, CLETS, and Mobile Reporting. Possible full integration with Safe Evidence Management (property & evidence), Jail Management System (Crimestar), etc. and have the ability to data mine from California Superior Court's case management system.

The Sheriff's Office manages the county-wide message switching facility for all County law enforcement agencies to access the Department of Justice CLETS and CJIS systems. The law enforcement agencies include the Sheriff's Office, and Susanville Police Department.

911 Interface: The County requires a one-way interface from the Vesta 911 system to the CAD application. Incoming calls should plot location on the CAD map as they are received by the 911 system; regardless if the call taker has answered the call or not. Once the call is answered, call takers shall be able to transfer all ANI/ALI data and time stamps into corresponding dedicated CAD fields, with the ability to modify the location of occurrence as needed. MSAG locations should be submitted for address verification and once validated, the previously plotted pin on the CAD map should be updated, if necessary. Incoming calls and answered calls should appear visually distinct on the CAD map.

The interface should be Phase II Wireless Compliant such that ALI data containing latitude and longitude coordinate information is converted to a location, accurately parsed into data fields and plotted on the CAD map. When only Phase I information is available, the tower location should plot on the CAD map. Finally, any address received from the 911 system should be able to be viewed in CAD as coordinates, a street address, an intersection and a radius from intersection.

### **3. Testing:**

The implementation must include adequate provisions for functional, performance and reliability testing. The County/City require the Contractor involvement in the development and execution of all test plans to assure the System delivers the expected results. Satisfactory completion of a mutually agreed upon Acceptance Test for each stage of the implementation is required as is a Final Acceptance Test in a fully integrated environment (to ensure components work together as intended).

The Acceptance Test will include a confirmation of each functional requirement identified in this RFP in addition to required performance and reliability acceptance procedures. The Contractor will be expected to demonstrate all contracted functionality using the product as configured for the County/City during testing. Final System Acceptance will not occur until all testing demonstrates the implemented product works as contracted in the live environment for ninety (90) days.

### **4. Warranty:**

The entire system solution as proposed in this RFP should include a first year warranty for the Contractor supplied hardware and software for a minimum of twelve (12) months after the formal Final System Acceptance date. Final System Acceptance will not occur until the system has performed for ninety (90) consecutive days in a live production environment without errors.

The warranty shall include all software updates, enhancements and refinements, as well as all professional services and interfaces. The warranty should conform to contractually agreed specifications and protect against any defects or damage caused by manufacturers, Contractors, or proposed subcontractors, in the system's equipment or software. Additionally, the Contractor will warrant its responses to the functional

requirements included in this RFP and any other element of this RFP and will agree to attach its RFP response to any contract reached with the County and City.

**5. Support and Maintenance:**

The County and City expect that a five (5) year maintenance and support agreement will be offered. The support agreement should designate priority levels for system errors and include a guarantee response time for each priority level. Further, the proposal must provide financial reimbursement for Contractor failure to meet the required support obligations. Include how Contractor intends to support and maintain any third-party systems and whether or not the annual support and maintenance includes any upgrades at no additional cost. Is support offered remotely or on-site, as needed? Is support available 24x7?

**6. Training:**

The Contractor is expected to provide the following types of training programs along with appropriate documents:

a) A training program for the County/City project implementation team that includes the training necessary to understand the overall System architecture, interface configurations, data import/export capabilities, and workflow configuration options, etc.

b) A training program for application administrators that includes the training necessary to configure, tailor, monitor, and administer the technical and functional aspects of the System.

c) A training solution to support the training of end-users in the functionality of the various proposed System components. To support the training of end users, the County/City envisions the use of a “train-the-trainer” approach accompanied by computer-based training.

d) Post-implementation training for on-going end-user training of the initial System, as well as for future version releases. Again, the County/City envisions the use of a “train-the-trainer” approach accompanied by computer-based training.

**8. RFP Calendar:**

Issue Request for Proposal (RFP)	March 19, 2019
Question and Answer closed	April 12, 2019
Proposals Due	April 22, 2019
Evaluation-Award	May 3, 2019
Contracts Approved by County and City	May 22, 2019
Project Start	June 2019

**FORMAT FOR PROPOSALS**

Responses to the Request for Proposals must be made according to the requirements set forth in this section, both for content and for sequence. Failure to adhere to these requirements, or inclusion of conditions, limitations or misrepresentations in a response may be cause for rejection of the submittal. Use 8-1/2" x 11" sheets (fold outs are acceptable for charts, etc.). Type size must be large enough to be easily legible, but shall not be smaller than 10 point.

**A. County Contact Person:**

Submit Attachment A electronically, one complete submittal signed, unbound original and six (6) complete copies of the submittal to:

Regina Mineau, Sheriff's Executive Assistant  
Lassen County Sheriff's Office  
1415 Sheriff Cady Lane  
Susanville, CA 96130  
gmineau@co.lassen.ca.us

Questions posed during the RFP process must be submitted to Regina Mineau at gmineau@co.lassen.ca.us.

Regina Mineau will provide the question and answer to all potential respondents. Do not contact any other County/City employee with questions during the RFP process. Questions close April 12, 2019 midnight.

**B. Mandatory Content and Sequence of Submittal:**

1. Cover Letter

Section 1 shall be a maximum two-page Cover Letter and introduction, and shall include the name and address of the organization submitting the proposal, together with the name, address and telephone number of the contact person who will be authorized to make representations for the organization, the firm's federal tax ID number and a list of subcontractors, if any. The Cover Letter must include a statement that the proposal is valid for 90 days after receipt.

2. Table of Contents

Section 2 shall be a detailed Table of Contents and shall include an outline of the submittal, identified by sequential page number and by section reference number and section title as described herein.

3. Contractor Capabilities

Section 3 entitled "Contractor Capabilities" shall include a description of the proposing firm's resources, experience, and capabilities as listed below for successfully developing and completing this project as well as resumes of the staff to be assigned to the project. Submit in the order identified below:

- a. Background and Experience. In this section, describe your firm's background, number of years in business, organizational structure, identify decision-making roles. Describe the roles and background of the design team leader and key team members who will be assigned to the Lassen project team. Include how many times the company has been sold, company mergers, or acquired any other company to integrate or interface their products. If the proposed CAD, Mobile or RMS systems are separate modules or are acquired from another source, include the purchase history. Describe the firm's demonstrated experience in developing CAD/RMS Systems. Include a comprehensive list of current California Law Enforcement Agencies utilizing your CAD/RMS system with current contact names, telephone numbers and e-mail addresses. This list will be utilized to determine customer satisfaction.
- b. Key Personnel. Provide resumes describing the background and qualifications of key personnel your firm would use on this project, including any subcontractors that are considered as key personnel on this project. Name the intended on-site project manager.
- c. Statements as to whether any of the following events have occurred in the last five years with the company (as its current entity or as a predecessor entity). If yes to any of the following provide a full explanation for each line item:
  - i. Was the company the subject of any order, judgment or decree?
  - ii. Was the company's business the subject of any civil or criminal proceeding in which there was a final adjudication adverse to the company?
  - iii. Was a petition under bankruptcy, insolvency, or receivership filed by or against the company?
  - iv. Has the company:
    - 1) Supported a program where services were terminated?
    - 2) Supported a program where services were temporarily discontinued directly arising from activities conducted by the company?
    - 3) Supported a program that required substantial fines or refunds that directly arose from program related activities?
- d. Financial Stability. Submit five years of financial statements.

Failure to provide required disclosure, submit officially-signed documents or respond to all information requested/required will result in the proposal being deemed non-responsive.

- e. Scheduling. Delineate the project scheduling process your firm uses. Use some



or all of the projects in the Experience Summary section, as well as other projects (if necessary), as specific examples, which demonstrate your ability to deliver your work on time.

#### 4. Firm's Experience Summary

Section 4 entitled "Firm's Experience Summary" (please limit to three (3) projects), shall briefly describe related past projects completed along with a discussion comparing similarities with this proposed project. Section 4 shall also contain professional references, including names and telephone numbers for each sample project.

Include experience in querying data from the State of California, Department of Justice to include CLETS and CJIS.

#### 5. Work Plan

Section 5 entitled "Work Plan", will outline how the Contractor's team intends to prepare and complete all tasks identified in their proposal, and anticipated timelines for each task for this project. Include training and implementation on the Schedule.

Provide detailed technical and functional information related to the product(s) and provide details on which modules are separate, interfaced or fully integrated. Describe the base system as it operates today. Include a list of features and/or modules that are included in the basic system purchase. If your database has interfaces with other databases, explain how the system operates. Outline the basic design and briefly explain how that design will meet the County/City needs. Is the solution centralized, modular, or does it define every component as an option that can be turned on or off?

##### A. Core System and Modules

Provide detailed information on the core system and its included components. Specify all modules by name and function: (example: CAD, RMS, Field Reporting, Mobile Reporting, Safe Evidence Management [property & evidence], Jail Management System [Crimestar], etc.) and whether they are interfaced and/or separate or fully integrated.

Describe how data flows between modules (e.g. is there a separate message switch server), specifically describe how data flows between mobiles and in-house.

##### B. Versions and Life Cycles

Provide the current version, release date, lifecycle and end-of-life date for the core system, each module, any third party solution and any OS or database software used by the proposed system. List the programming language and version of any application server and the database operating system. Include any other ancillary applications that are used to operate the system (e.g. workflow, dashboards, alerts, etc.)

### C. Technical Requirements

Describe technical requirements and the technical environment for the use of the software. Provide information regarding what the County/City will need to utilize the proposed system. Provide the minimum hardware and software specifications for networking and security, server, database and client that are required to install and run the application. Specify any physical requirements, including space needs, electrical power, cooling, etc. Include specifically which application requires or is recommended to run on a separate database (e.g. online reporting, Dashboards, Reporting). Include other third party licensing requirements. Include all requirements and costs for a virtual server environment. Include all requirements for backup recommendations.

### D. System Diagram

Provide a diagram of the proposed System architecture. The diagram should include an overall representation of the servers, network, peripherals, workstations, mobile data components and interface points, as well as a representation of the System environments (Production, Backup, and Training/Testing).

Note: All items listed on the hardware costs section of the cost proposal must be included in the diagram and vice versa.

### E. Geographical Files

Provide information on the geographical files the system uses. Describe how the mobile system utilizes these geographical files and how the system may differ from other vendors. Include information related to mobile computer geography, how it interacts with dispatch and how it will benefit dispatch and field personnel. Describe the format in which the system utilizes the map system (e.g. does the system digest native shape files or does it process a conversion).

### F. Reporting and Dashboards

Include a list of all current reports built into the proposed system. Include a description of how the software manages the cross checking of errors to ensure accurate reporting. Include a description of how ad-hoc reporting or queries are handled within the system, for an average user. Include how crime analysts can use the system and include if this functionality is standard or add-on. Include any foreseen circumstances where a third party reporting system may be required. Describe any features, such as Dashboards, and how the data is combined (e.g. is a separate database required to support Dashboard) and how it is presented to the users.

Explain how users access the system whether by "user" license or "work station" license. Include number of licenses included in base price and include cost for additional licenses.

### G. Unique Features

Identify any unique or distinctive features in the system that differentiates your product from competitor's products.

#### H. Training

Include a training schedule addressing the different categories of training listed previously, #6, in the Scope of Services.

### 6. Scope of Work and Project Schedule

The Scope of Work should include two sections. Section A should include the scope of work and project schedule for the County and Section B should include the scope of work and project schedule for the City. The Scope of Work reflects how the project goals and deliverables will be achieved. Include a project schedule of time frames, milestones, quality control, testing processes and criteria for completion of the project.

#### A. Implementation

Describe the implementation methodology for the project including a preliminary implementation schedule for all applications, the required time for system and application training, program testing and sequence of the installation of the various applications. Include a staffing matrix with estimated staff required by role and estimated required time per month.

#### B. Data Conversion

Describe the data conversion methodology and best practices recommended for CAD and RMS data. Include technical information including any additional databases required for conversion, where the conversion services will take place (i.e. will Contractor remotely access current data for conversion, or would Contractor prefer to have the data at Contractor's facility). Describe how Contractor manages the data conversion process to ensure the project stays on schedule.

Contractor may be expected to complete the following phases of data conversion: import data, convert data, validate data and complete quality production/validation reports.

#### C. Transition Support

Explain the process the implementation team will use to transfer this project to the support team and how unresolved bugs/issues from Go-Live will be managed. Include a sample Project Transition to Project Support document.

### 7. Support, Warranty and Maintenance

#### A. System Acceptance Plan

Provide a System Acceptance Plan for the project and segregate it into tasks/phases that will allow efficient project progress while also providing a means for monitoring the project. Include Contractor's efficient project progress while also providing a means for monitoring the project. Include Contractor's definition of "System Acceptance" and at what point in the project this occurs.

#### B. First Year Support

Describe details of the proposed system's first year support, maintenance and updates of the software to begin upon System Acceptance.

#### C. System Support

Describe in detail the system support to be provided. This must include how software or hardware problems will be resolved and terms of the warranty. Include support days and hours available and if the company provides telephone support, 24x7. Specify the response time (e.g. 2 hours, 4 hours, or some other time period) based on severity of support necessary. Provide a detailed support road map with escalation procedures and contacts.

#### D. Support via Remote Access

As part of system support and maintenance, the Contractor's support personnel should have the capability to connect to the proposed system to investigate problems. If special software or hardware is required to support this capability, it must be included in Attachment B-Cost Spreadsheet as a separate line item.

#### E. Software Updates

Contractor must describe its software update or upgrade policy. Specifically:

- a. What is the guaranteed time frame to update the software to comply with State or Federal mandated changes to CLETS or NCIC?
- b. How frequently and under what circumstances are software updates provided?
- c. How will County/City be notified of updates?
- d. What is involved in implementing an update?
- e. How many hours will the system be down during an update?
- f. Will County/City incur any charges for updates or new versions of products licenses? If so, under what circumstances?
- g. How frequently does the company release new, enhanced versions of software?
- h. How many enhancements County/City expect with these new versions?
- i. What is the Contractor's approach to migration from earlier versions?
- j. How many versions will Contractor support?
- k. For software updates requiring data migration to a new server, describe the

process and include projected system down time.

- l. Will Contractor guarantee, within normal maintenance costs, that all current versions of Microsoft Windows operating systems will be supported?
- m. If the software is in development to change platforms (e.g. to .NET) or any other significant planned technical update, describe how customers will receive this update.

#### F. Annual Maintenance

Provide a quotation for maintenance of the proposed systems for the five years following expiration of the first year warranty period. Describe when year two annual maintenance fees are due, presumably one year from Project Acceptance. Describe service levels including, if applicable, remote program diagnosis and correction, on-site problem correction and response time. Include a sample Maintenance Contract and include the calculation utilized to determine the cost of the payment schedule required. Include project annual fee increases and how those are calculated.

#### 8. Cost

The cost portion of the proposal should include two sections. Section A should include a cost schedule for the County and Section B should include a cost schedule for the City.

The cost portion of the proposal must be for a firm price that identifies a breakout of the pricing for each element of the proposed project, including individual costs for module.

If an hourly rate is quoted, the anticipated total number of hours should be included along with a not-to-exceed price for the project.

Cost section must be completed within the format provided in this RFP as Attachment B.

#### 9. Draft Contract Scope of Work

Contractors should submit a draft Scope of Work that is intended to be incorporated as Attachment III in the resultant contracts.

### **SELECTION PROCESS**

The selection committee will include representatives from Lassen County and City of Susanville. The criteria for selecting the contractor recommended for selection by the Lassen County Board of Supervisors and the City Council for the City of Susanville is provided below:

- (1) Reputation and Experience. Does Contractor have a reputation of being reliable, delivering on schedule, and performing tasks to the satisfaction of its clients? Does Contractor have sufficient experience in the kind of work required? Does Contractor warrant and offer support for systems?

- (2) Capability and Availability of Staff. Does Contractor have the qualified and experienced staff needed to perform this job? Did the firm address the major requirements of this solicitation to include an implementation plan, training requirement, data conversion, and support and maintenance going forward?
- (3) System Capabilities. Does Contractor's solution address County and City required system capabilities for a CAD/RMS system? Will the proposed system meet the needs of the County and City? Does the system readily interface with necessary peripheral systems?
- (4) Financial Stability of the Firm. Does Contractor have financial strength and stability?
- (5) Cost. Is the cost reasonable for the proposed task and is the cost of on-going support, maintenance and licensing reasonable?

Selection will consist of two levels of review. Level I will consist of evaluating the proposals for the purpose of establishing the most qualified contractors. Level II will be used to select the finalist. This level may include a request for a presentation from the finalists, proposal fact finding, reference checks and negotiation of contract terms and conditions.

Upon the recommendation of the selection committee, City and County representatives will take their recommendation to their respective governing bodies for review and/or approval to enter contractual agreement.

## **NOTICES**

Any questions related to this RFP are to be directed to the County's website, [Publicpurchase.com](http://Publicpurchase.com). Do not contact County/City personnel or selection committee members regarding this project or the selection procedures.

All proposing firms responding to this RFP should note the following:

- A. Intellectual Property Rights: As between the County/City and the Contractor, County/City owns all right, title and interest in and to the content of the data. The Licensed program materials contain confidential information of the Contractor and all copyright, trademarks, patents and other intellectual property rights created, developed, subsisting or used in or in connection with the licensed program materials are the exclusive property of the Contractor.
- B. Lassen County and City of Susanville reserves the right to:
1. Reject any or all submittals;
  2. Request clarification of any submitted information;

3. Waive any informalities or irregularities in any qualification statement;
4. Not enter into any contract;
5. Not select any firm;
6. Cancel this process at any time;
7. Amend this process at any time;
8. Interview firms prior to award;
9. Enter into negotiations with one or more firms;
10. Award more than one contract if it is in the best interest of the County/City;
11. Issue similar RFPs or RFQs in the future; and/or
12. Request additional information during the interview.

C. The selected firm is expected to perform and complete the project in its entirety.

D. Any and all costs arising from this RFP process incurred by any proposing firm shall be borne by the firm without reimbursement by Lassen County and/or the City of Susanville.

E. Surety Required: A performance bond in the amount of one-hundred percent (100%) of the project cost shall be required of the selected Contractor to ensure satisfactory performance of the work. The bond shall be a corporate surety bond issued by a surety company authorized to do business in California.

F. Confidential and Proprietary Data

All materials received relative to this RFP will be kept confidential, until such time as an award is made or the RFP is cancelled, at which time all materials received will be made available to the public. Proposals received will be subject to Government Code 6250, the Public Information Act. Under the Act, the County/City may be obligated to provide a copy of any and all responses to this Request for Proposal, if such requests are made after the contract is awarded.

One exception to this required disclosure is information that fits within the definition of a confidential trade secret (Government Code section 6254(k)) or contains other technical, financial or other data whose public disclosure could cause injury to the vendor's competitive position. If any vendor believes that information contained in its response to this Request for Proposal should be protected from disclosure, the vendor MUST specifically mark the pages of the response that contain the information.

The County/City will not honor any attempt by the vendor to designate the entire proposal as proprietary.

**MODEL CONTRACT**

The Contractor selected is expected to execute a contract substantially similar to the ones

shown in Exhibits A and E.

### **DISCLOSURE OF INFORMATION**

All information and materials submitted to the County/City in response to this RFP may be reproduced by the County/City for the purpose of providing copies to authorized County/City personnel involved in the evaluation of the proposals, but shall be exempt from public inspection under the California Public Records Act until a Contract is executed. Once a Contract is executed, the California Public Records Act limits the County's/City's ability to withhold data relating to proprietary information or trade secrets, as defined by statute. If a Contractor's proposal contains any such proprietary information or trade secret that the Contractor does not want disclosed to the public, subsequent to the execution of the contract, each sheet of such information MUST be marked by the Contractor as "proprietary information" or "trade secret." If, after the contract is executed, a third party requests a copy of any Contractor's proposal and such documents contain material marked "proprietary information" or "trade secret," the County/City will withhold that information if it meets the statutory definition of proprietary information or trade secret and the Contractor agrees to defend, indemnify, and hold harmless the County/City in any subsequent legal action based on its withholding.

### **TIMING AND SCHEDULE**

***All responses to this RFP must be submitted on or before 10:00 a.m. on April, 2019.***

County/City are proposing a very aggressive system implementation schedule. Contractor is expected to implement the new negotiations. system within 90 days of contract execution. County/City understand interfaces and data conversion will extend beyond system implementation. Final schedule will be discussed during contract



## **Exhibit A – County Model Contract**

### **Software License, Modification and Maintenance**

This Contract, dated as of the last date executed by the County of Lassen is between the County of Lassen, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and the professional service Contractor indicated in the variable information table below, hereinafter referred to as "CONTRACTOR."

<b>VARIABLE INFORMATION TABLE</b>					
<b>Term of This Contract (Complete Dates in Just One of the Following Three Rows)</b>					
<b>Term Begins</b>			<b>Term Completion Date</b>		
On Following Date			On Following Date		
County Department					
<b>Basis of Price (Do Not <input checked="" type="checkbox"/> More Than One of the Following Four Blocks)</b>					
Price	\$	Fixed Price	Annual Price	Monthly Price	Hourly Rate
Not-to-Exceed Price		\$	<input checked="" type="checkbox"/> if Reasonable Expenses are authorized in addition to Hourly Rate		
<b>CONTRACTOR Contact Information</b>			<b>COUNTY Contact Information</b>		
CONTRACTOR			Project Manager		
Address			Address		
City, State & ZIP			City, State & ZIP		
Telephone			Telephone		
Facsimile			Facsimile		

**WHEREAS**, County, through the County Department identified above, desires to have work described in the Attachment III - Scope of Work performed; and

**WHEREAS**, Contractor possesses the necessary qualifications to perform the work described herein;

**NOW THEREFORE BE IT AGREED** between the parties to this Contract that this Contract is subject to the provisions contained in the following attachments, which are made a part of this Contract. Should there be any conflicts between this Contract and the attachments that are incorporated herein precedence shall first be given to the provisions of this Contract followed by the attachments, in descending order, as indicated below:

- Attachment I – Terms and Conditions (including Exhibit "A")
- Attachment II – Insurance Requirements for Software and Professional Services Contract
- Attachment III – Scope of Work
- Exhibit B – Software Licensing
- Exhibit C – Software Maintenance
- Exhibit D – Schedule of Charges and Payments

By signature below, the department head or his or her deputy certifies that no unauthorized alterations have been made to the Attachment I – “Terms and Conditions” and/or the Attachment II – “Insurance Requirements for Software and Professional Services Contract.”

\_\_\_\_\_  
Typed or Printed Name                      Signature                      Date

This Contract and the above listed Attachments represent the entire undertaking between the parties.

**COUNTY**

**CONTRACTOR**

By \_\_\_\_\_  
Chairman, Lassen County              Date  
Board of Supervisors

\_\_\_\_\_  
Name                      Date

REVIEWED AS TO FORM

**ATTACHMENT I  
TERMS AND CONDITIONS**

**1.0 Definitions**

- 1.1 *Acceptance*: The Software shall be considered accepted for all purposes upon the earlier of: (a) notification by County that the Software is in compliance with all requirements specified in this Contract; (b) expiration of the Test Period if County fails to notify Contractor of any material nonconformity during that period; or (c) use of the Software by County in a production environment for at least thirty (30) days.
- 1.2 *Acceptance Certificate*: A certificate provided by the Contractor that is signed by the County confirming the Acceptance of each phase as defined within the Project Management Plan.
- 1.3 *Acceptance Plan*: That document, delivered as a component of the Implementation Plan document, that defines and describes the acceptance tests and conditions which define Acceptance.
- 1.4 *Agreement*: This Contract, all schedules, attachments, appendices and exhibits thereto, and any and all subsequent duly executed amendments thereto.
- 1.5 *Authorized Representative*: The person or persons authorized by County to work with Contractor to implement changes to the Software, submit Software issues to Contractor to resolve, and authorize the Contractor to make changes to the list of Users who can use the Software.
- 1.6 *Compliance Update*: A change made to the Software to reflect a mandated change in the applicable law.
- 1.7 *Computer System*: The desktop hardware and software components and programs that are used by County in conjunction with the Software, but do not include the Hosting Servers.
- 1.8 *Confidential Information*: Copyrights, Trade Secrets, Technical Information, Technology, and any and all other confidential and/or proprietary information provided by one Person ("Discloser") to another Person ("Recipient") pursuant to this Contract or otherwise, relating to, among other items, the research, development, products, processes, business plans, customers, finances, suppliers, and personnel data of or related to the business of Discloser, including, without limitation, the Software and all Documentation. Confidential Information shall also include all "non-public personal information" as defined in Title V of the Gramm-Leach-Bliley Act (15 U.S. C. Section 6801, et seq.) and the implementing regulations thereunder (collectively, the "GLB Act"), as the same may be amended from time to time. Confidential Information does not include any information: (i) Recipient knew before Discloser provided it; (ii) which has become publicly known through no wrongful act of Recipient; (iii) which Recipient developed independently, as evidenced by appropriate documentation; or (iv) of which Recipient becomes aware from any third Person not bound by non-disclosure obligations to Discloser and with the lawful right to disclose such information to Recipient. Notwithstanding the foregoing, specific information will not be deemed to be within the foregoing exceptions merely because it is contained within more general information otherwise subject to such exceptions.
- 1.9 *Copyrights*: Copyrighted and copyrightable materials, whether or not registered, published, or containing a copyright notice, in any and all media, and further including, without limitation, any and all moral rights and corresponding rights under international agreements and conventions, all Derivatives thereof, and any and all applications for registrations, registrations, and/or renewals of any of the foregoing.

- 1.10 *Customization:* Any improvement, derivation, extension or other change to the Software made by Contractor at the request of the County, including any that result from the joint efforts or collaboration of Contractor and County. Contractor may, from time to time, incorporate Customizations into the Software as “Enhancements.”
- 1.11 *Data:* All data entered or used by County in order to use the Software, including but not limited to user account data and the data for which the Software is designed to store, manipulate, analyze and report in performing its functional requirements.
- 1.12 *Data Conversion Plan:* The formal plan to be prepared by Contractor with County support that identifies the data conversion elements: schedule, information, personnel, and any other items agreed upon as integral to the conversion of existing systems data to the configured databases by the County’s Project Manager and the Contractor’s Project Manager.
- 1.13 *Database Software:* Relational database management systems (RDMS), such as Microsoft SQL Server, Oracle, or similar Third-Party Software that is utilized by the Software to store County data on a disk sub-system as part of the operation of the Software.
- 1.14 *Defective Work:* Work that (i) is unsatisfactory, faulty, or deficient, (ii) does not conform to the Statement of Work, (iii) does not meet the requirements of any inspection, test, or approval referred to in the Acceptance Criteria, or (iv) does not meet or exceed the requirements specified in this Contract.
- 1.15 *Deliverables:* Those components, milestones, and/or materials, including, without limitation, the Software, Documentation, Maintenance Modifications, and Enhancements to be completed by one Party and delivered or otherwise provided to the other Party in accordance with the terms of this Contract and/or an effective Maintenance Agreement. Deliverables can mean either Deliverables required from Contractor (“Contractor Deliverables”) or Deliverables required from County (“County Deliverables”).
- 1.16 *Derivatives:* Any and all adaptations, enhancements, improvements, modifications, revisions, extensions or translations, whether to Intellectual Property or otherwise.
- 1.17 *Documentation:* Standard user publications relating to use of the Licensed Software, such as reference, installation, administrative, maintenance, and programmer manuals, provided by Contractor to County, all of which are made available to County by Contractor by either hard copy or electronic delivery.
- 1.18 *End User:* Any employee(s), affiliate(s), agent(s), or representative(s) of the County, or any other person under the direction or control of the County that uses the Software to perform certain functions or tasks as required by the County.
- 1.19 *Enhancement:* A change or addition, other than maintenance modifications, to Software and related Documentation, including, without limitation, all new releases, that improve functions, add new functions, or significantly improve performance by changes in system design or coding; provided, however, that Enhancements do not include any New Product.
- 1.20 *Error:* Either (i) any error or defect resulting from an incorrect functioning of Software caused by the Software’s failure to meet Specifications therefor; or (ii) any error or defect resulting from an incorrect or incomplete statement in Documentation caused by the failure of the Software and/or the Documentation to meet the Specifications therefor.
- 1.21 *Error Correction (may also be referred to as “Patch”):* Either (i) a temporary repair or replacement or other modification or addition that, when made or added to the Software, corrects an Error, or (ii) a procedure or routine that, when observed in the regular operation of the Software, eliminates the practical adverse effect of an Error on the County. Temporary repair may be made permanent and released in Subsequent Releases of the Software.

- 1.22 *Explanatory Documentation:* Documents that describe the escrow contents and explain how to compile and load the software program in the event that the escrow materials are released to the County.
- 1.23 *Final Acceptance Certificate:* County's final written acceptance of the Programs and services to be provided under this Contract.
- 1.24 *Hardware:* The Computer System components and equipment, other than the Licensed Software and Third-Party Software.
- 1.25 *Hosting Services Agreement:* That certain Hosting Services Agreement, between Contractor and Hosting Vendor, providing for the Hosting Servers that store the Hosted Software and Data for County's access.
- 1.26 *Hosting Servers:* Those servers controlled and managed by Contractor for hosting the Hosted Software and which may be accessed by County for purposes of utilizing the Hosted Software.
- 1.27 *Hosted Software:* A fully operational, stable and up to date Version of the Software that Contractor will make accessible to County via the Internet and that is installed on the Hosting Servers.
- 1.28 *Implementation Plan:* That deliverable, provided by Contractor, that includes the specific tasks and deliverables required for the implementation of the identified work, and the specific dates for completion thereof. The Implementation Plan shall also include the Test Plan and Acceptance Plan for the identified work.
- 1.29 *Intellectual Property:* Trade Secrets, Copyrights, Derivatives, Documentation, Patents, Software, Technical Information, Technology, and any and all proprietary rights relating to any of the foregoing.
- 1.30 *Licensed Software:* The proprietary computer software program(s) identified in the Software License and all related materials, Documentation, all corrections, patches or updates thereto, and other written information received by County from Contractor, whether in machine-readable or printed form.
- 1.31 *Maintenance Release:* A Subsequent Release of the Licensed Software that includes Error Corrections and/or Updates.
- 1.32 *New Product:* Any change or addition to Software and/or related Documentation that: (i) has a value or utility separate from the use of the Software and Documentation; (ii) as a practical matter, may be priced and offered separately from the Software and Documentation; and, (iii) is not made available to Contractor's licensees generally without separate charge.
- 1.33 *Notice of Completion:* A written notice from Contractor stating that delivery, installation and implementation of all Licensed Software, and/or Third-Party Software at County's site has been completed and that the Software is available for acceptance testing.
- 1.34 *Object Code:* Machine readable compiled form of Licensed Software provided by Contractor.
- 1.35 *Party:* Either Contractor or County, and "parties" means both of the same.
- 1.36 *Patents:* All patentable materials, letters patent, and utility models, including, without limitation, all reissues, continuations, continuations-in-part, renewals, Derivatives, and extensions of any of the foregoing and all applications therefor (and patents which may issue on all such applications).
- 1.37 *Professional Services:* Any Installation, Customization, Training, Consulting, Support Service(s), and other similar service(s) performed by Contractor under the terms of this Contract.

- 1.38 *Project Management:* The process of planning, scheduling, and controlling certain activities in order to meet project objectives.
- 1.39 *Project Management Plan:* A comprehensive plan for execution of the Project to implement the Software, which includes subsidiary plans that include the Project Schedule, List of Deliverables, Data Conversion Plan, Issue Management Plan, Interface Specifications, Training Plan, Risk Management Plan, Resource Plan, Communication Plan, Change Control Plan, Document Control Plan, Acceptance Plan, and Quality Management Plan.
- 1.40 *Programs:* The Software, as written by the Contractor and approved Third Party Vendors, integrated by Contractor and delivered to the County, in the form of executable code providing fully compatible communication with the Contractor's licensed software engine, to operate on the Hardware for purposes of accomplishing the functional capabilities as set forth in this Contract.
- 1.41 *Release:* Means a version of the Software denoted by the number to the left of the decimal point (as compared to a change in the number to the right of the decimal point). For example, 4.x and 4.1 are the same Release; 4.x and 5.x are two different Releases. Releases include major Enhancements and the incorporation of any Version developed after the Release immediately preceding the most current Release.
- 1.42 *Seat:* A unique physical device, such as a terminal, microcomputer, or similar computing device that is part of the Computer System at which an End User has access to some or all of the Software or Third-Party Software.
- 1.43 *Site:* A single physical location and single database for which the Software is licensed. The number of Sites for which County is licensed to use the Software shall be specified in the applicable Schedule.
- 1.44 *Software:* The software program(s) identified on Exhibit D, including Error Corrections, Compliance Updates, and new Versions and Releases of such program(s) that may be provided under this Contract. The term "Software" excludes any Third-Party Software.
- 1.45 *Software Acceptance Date:* The date of final acceptance of the System by County as described in Attachment III of this Contract.
- 1.46 *Specifications:* The functional, operational, and performance characteristics of the Licensed Software as described in Contractor's current published Documentation.
- 1.47 *Subsequent Release:* A release of the Licensed Software for use in a particular operating environment which supersedes the Licensed Software. A Subsequent Release is offered and expressly designated by Contractor as a replacement to a specified Licensed Software product. A Subsequent Release will be supported by Contractor in accordance with the terms of this Contract. Multiple Subsequent Releases may be supported by Contractor at any given time.
- 1.48 *Support Services:* Those services provided by Contractor as described in Exhibit C - Software Maintenance.
- 1.49 *System:* The Licensed Software and associated interfaces furnished by Contractor for the Client and the Equipment on which such software operates, the combination of which shall satisfy the requirements set forth in the Specifications.
- 1.50 *System Cutover:* The point at which the County approves Contractor's initiation of the System, or a phase of the project, to a production status and the County may terminate use of the current software system it uses to perform the same business functions.
- 1.51 *Test Period:* The thirty (30) day period following: (a) County's receipt of the Notice of Completion or (b) in the case where County requests or causes a material delay in the performance of implementation services, the date set forth in the Implementation Plan for commencement of Acceptance Testing.

- 1.52 *Third Party Software:* Software utilized in tandem with the Licensed Software, and necessary to enable the Licensed Software to perform the Specifications, supplied by Contractor with the Licensed Software or acquired directly by County on the advice of Contractor.
- 1.53 *Trademarks:* Trademarks, service marks, logos, trade names, and/or domain names including, without limitation, any and all common law and/or statutory rights therein and any and all applications to register and/or registrations therefor, anywhere within or outside of the Territory.
- 1.54 *Update:* A revision of the Software released by Contractor to its end user customers receiving maintenance and support services from Contractor. "Update" does not include any New Product or added features for which Contractor generally imposes a separate charge.
- 1.55 *Upgrade:* Either an enhancement to the Licensed Software code to add new features or functions to the Licensed Software or software programming revisions containing corrections to Error Corrections that have been reported by users or discovered by the Contractor. Upgrades include revisions that are made to the Software to conform to a newer version of the operating system software.
- 1.56 *Users:* People who, in accordance with the terms of this Contract, are authorized by County's Authorized Representatives to access the Software for purposes of performing data entry, analysis, or reporting, or for providing technical support.
- 1.57 *Version:* A new version of the Software that includes minor Enhancements, Error Corrections, and/or Compliance Updates, which is indicated by a different number to the right of the decimal point (e.g., "4.1" and "4.2" represent different Versions of Release "4").
- 1.58 *Warranty Period:* Commencing on the Software Acceptance Date and continuing during the Term, including any renewals or extension, all Errors shall be corrected by the Contractor without charge to the County.
- 1.59 *Work or Project:* The implementation, assembly, installation, optimization, and integration as required by this Contract, whether completed or partially completed, including all labor, materials, and services provided, or to be provided by Contractor to fulfill Contractor's obligations hereunder. The Work, therefore, constitutes all of the requirements for providing the Programs and all services under this Contract to the County.
2. **Scope of Work.** The work to be undertaken is identified in Attachment III – Scope of Work which is made a part of this Contract.
3. **Reimbursement.** The work shall be performed for the Fixed Price, Annual Price, Monthly Price or Hourly Rate as indicated above in the Variable Information Table, but shall not exceed the Not-to-Exceed Price if included in the Variable Information Table. Reasonable expenses if authorized and specified in addition to the Hourly Rate if both the Hourly Rate block and the block authorizing Reasonable Expenses are checked in the Variable Information Table. Payment shall be made after the Project Manager or designee reviews and approves the work and after submittal of an invoice by the Contractor. Expenses and or materials if stipulated shall be paid only upon prior approval and with receipts and only after review and authorization by the Project Manager.
4. **County Project Manager.** The County Project Manager or designee for this undertaking who will receive payment invoices and answer questions related to the coordination of this undertaking is identified above in the Variable Information Table.

5. **Independent Contractor.** Contractor is an independent Contractor, working under his/her own supervision and direction and is not a representative or employee of County nor is the Contractor a partner or in any way directly affiliated with the County. Contractor agrees to file tax returns, report compensation and pay all applicable taxes on amounts paid pursuant to this Contract.
6. **Ownership of Data.** County is and shall remain the owner of the following items incidental to this Contract upon production, whether or not completed: all data collected, all documents of any type whatsoever, and any material necessary for the practical use of the data and/or documents from the time of collection and/or production whether or not performance under this Contract is completed or terminated prior to completion, except for Software which shall be owned or licensed as provided in this Contract. Contractor shall not release any materials under this section without prior written approval of County.

No materials produced in whole or in part under this Contract shall be subject to copyright in the United States or in any other country except as provided in this Contract or except as determined at the sole discretion of the County. County shall have the unrestricted authority to publish, disclose, distribute, and otherwise use in whole or part, any reports, data, documents or other similar materials prepared under this Contract, except for the Software and other Intellectual Property, which shall be subject to the ownership and other restrictions set forth in this Contract.

7. **Technology Life Expectancy.** County understands, acknowledges, and agrees that the technology upon which the Hardware, Software, and Third-Party Software is based changes rapidly. County further acknowledges that Contractor will continue to improve the functionality and features of the Software to improve legal compliance, accuracy, functionality, and usability. As a result, Contractor does not represent or warrant that the Hardware, Software, and/or Third-Party Software provided to County under this Contract or that the Computer System recommended by Contractor will function for an indefinite period of time. Rather, Contractor and County may, from time to time, analyze the functionality of the Hardware, Software, Third-Party Software, and Computer System in response to changes to determine whether upgrades are advised. Contractor shall, for the duration of the maintenance period covered by this Contract, and at no additional cost to County, maintain the Software to be compatible with supported operating systems and databases. County upgrades may include, without limitation, the installation of a new Release, additional disk storage and memory, and workstation and/or server upgrades. County upgrades may also include the installation and/or removal of Third-Party Software. County is solely responsible for all costs associated with such future resources and upgrades.
8. **Intellectual Property.** County acknowledges that Contractor owns all right, title and interest in and to the Software, the Documentation, and other information relating thereto (including all Customizations developed for County), including all patents, trademarks, copyrights, trade secrets, Customizations and other Intellectual Property rights. No rights, other than those granted pursuant to the License, are transferred to County.
9. **Warranty.** Contractor warrants the Software to operate in all material respects as specified in the Contractor-provided documentation. If Contractor makes or has made claims in response to specifications listed in a County solicitation, then the Contractor warrants the Software to operate in all material respects as claimed in response to the solicitation. Contractor warrants that the Software does not contain any disabling devices that would allow Contractor to terminate operation of the Software. Contractor further warrants that, to the best of its knowledge, the Software does not contain any malicious software. Contractor warrants as follows for all customization made by Contractor for the County: (i) All Customizations will continue to be supported by Contractor under its Maintenance Agreement as defined in Exhibit C; (ii) All Customizations will be preserved and will remain functional in any future software versions, revisions, or updates provided by Contractor; and (iii) All future software versions, revision, or updates provided by Contractor will not cause the County to incur any additional cost as a result of the Customizations. These provisions shall apply for as long as the County is covered by the Contractor's Maintenance Agreement.



Should the Software, as sold and installed hereunder, fail to meet any standards or requirements as detailed in this Contract, Contractor shall, without further charge to County, provide additional or substitute Software or modification to the Software of whatever kind and as is necessary, in order to meet Contractor's obligations under this Contract.

10. **Source Code Escrow.** Contractor, on behalf of its customers, has entered into an escrow agreement, and deposited its source code for the Software and relevant explanatory documentation. Within 30 days following Final Acceptance by the County, Contractor shall add the County to the list of customers that are reflected on its multi-party escrow agreement. Such deposit shall be updated from time to time by Contractor such that what is on deposit with the Escrow Agent reflects Enhancements, Customizations and other modifications to the Software licensed to the County. Should certain events reflected in the escrow agreement occur, then the County may demand the release, and upon such demand receive the source code and accompanying documentation from the Escrow Agent. In the event the source code is released to the County, the County shall have the right to use the source code to provide technical improvements and enhancements to the Software, but shall not have the right to sell, assign or transfer the right to use the Software to another party. Contractor's obligations and the County's rights under the escrow arrangement shall cease to exist upon termination or expiration of this Contract.
11. **Confidentiality.** The Contractor shall comply as follows and in accordance with the required performance of this Contract:
  - a. All applications, records, data or any information concerning any individual made or kept by any public office, officer or department obtained by the Contractor in the performance of duties or as a consequence of performing said duties, shall be the confidential property of the County and shall not be communicated, transmitted, reproduced or in any other way conveyed to any person not directly a party to this Contract, its terms and conditions in accordance with all applicable laws and regulations including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and any implications thereof including destruction of records or data as appropriate under compliance criteria.
  - b. No person will publish or disclose or permit or cause to be published or disclosed any data, facts, figures, list of persons or any other form of information obtained by the Contractor in the performance of duties or as a consequence of performing said duties. No person shall publish, disclose, or use or permit, or cause to be published, disclosed or used any confidential information pertaining to any individual or group of individuals obtained by the Contractor in the performance of duties or as a consequence of performing said duties.
  - c. Contractor agrees to inform all employees, agents, associates and partners of the above provisions and that any person knowingly and intentionally violating the provisions of this clause is guilty of a misdemeanor. Contractor shall bear equal responsibility for any violation of the provisions of this paragraph.
  - d. Contractor agrees and understands that if confidential information concerning any individual made or kept by any public office, officer or department is obtained by the Contractor and included on any memory device that may be housed in a computer, or other device (such as a "mobile device") may become subject to HIPAA requirements and/or any state or local regulations that apply which could result in surrender of the hard drive, sanitization or the destruction thereof in accordance with Department of Defense 5220.22-M standard and/or industry standards current to time of the release of the equipment which ever represents the greatest level of (permanent) information destruction. At the very least, at the end of this Contract, Contractor may be required to stipulate to the fact that no such files exist.

12. **Termination.** This Contract may be terminated for any reason by either the County or Contractor by a thirty (30) day written notice. Authorized costs incurred by the Contractor will be reimbursed up to the date of termination. Notwithstanding anything stated to the contrary herein, this Contract shall expire on the Completion Date indicated in the above Variable Information Table unless the Completion Date is modified by written amendment to this Contract.

**12.1. Disentanglement**

If directed by County, Contractor shall cooperate with County and County's other vendors and Contractors to ensure a smooth transition at the time of termination of this Contract, regardless of the nature or timing of the termination. Contractor shall cooperate with County to accomplish a complete transition of the services as set forth in this Contract being terminated to County or to any replacement provider designated by County, without any interruption or adverse impact on those services or any other services provided by third parties. Contractor shall fully cooperate with County and any new service provider and otherwise promptly take all steps, including but not limited to providing to County or any new service provider all requested information or documentation required to assist County in effecting a complete transition to the new service provider. Contractor shall provide all information or documentation regarding the services to be transitioned, including but not limited to data conversion tables, client files, interface specifications, and training materials. Contractor shall provide for the prompt and orderly conclusion of all work required under this Contract, as County may direct, including completion or partial completion of projects, documentation of work in process, and other measures to assure an orderly transition to County or the County's designee. All Contractor work done as part of the Disentanglement shall be performed by Contractor and will be reimbursed by the County at no more than Contractor's costs, up to the total amount of this Contract. Contractor shall not receive any additional or different compensation for the work otherwise required by this section. Contractor's obligation to provide these services shall not cease until the Disentanglement is completed to the County's reasonable satisfaction.

**12.2. Return, Transfer and Removal of Data and other Assets**

Upon termination of this Contract, Contractor shall return to County all County-furnished assets in Contractor's possession.

Upon termination of this Contract, Contractor shall ensure that any and all of County's data maintained by Contractor is extracted in a commercially recognized format acceptable to County prior to the termination date or the completion of the Disentanglement period, whichever is later, and that said data is securely transmitted to County or County's designee.

**12.3. Effect of Termination**

Contractor shall cooperate with County to ensure a smooth transition at the time of termination of this Contract, regardless of the nature or timing of the termination. Contractor shall cooperate with County to ensure that any and all of County's data maintained in the software licensed to the County by Contractor is extracted in a commercially recognized format acceptable to County prior to the termination date, and that said data is securely transmitted to County. The termination of this Contract shall not affect the County's rights to the Software pursuant to Exhibit B - Software Licensing provided that County has paid all Software license fees set forth in the Exhibit D and County is not in breach of any provision of this Contract or the Exhibits. If County terminates this Contract prior to the payment of all Software license fees, or if County is in breach of this Contract, County shall immediately cease using the Software and shall either destroy or return the original and all copies, in whole or in part, in any form, of the Software and related materials. County shall certify such action in writing to County within one (1) month after the termination date. Obligations and rights in connection with this Contract which by their nature would continue beyond the termination of this Contract, including without limitation, Sections 11 and 13 of this Attachment I, shall survive termination of this Contract.

13. **Indemnification.** Notwithstanding any language contained herein to the contrary, Contractor warrants that the Software does not infringe upon or violate any patent, copyright, trade secret, contract right, or any other proprietary right of any third party within the United States. Contractor agrees to accept responsibility for any and all loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the County, its officers, agents and employees from and against any and all actions, claims, damages, disabilities or expenses that may be asserted by any person or entity, including Contractor, to the extent arising out of or in connection with the negligent acts or omissions or willful misconduct in the performance by Contractor hereunder, whether or not there is concurrent negligence on the part of the County, but excluding liability due to the active negligence or willful misconduct of the County. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under worker's compensation acts, disability benefit acts, or other employee benefits acts. Contractor shall also be liable to County for any and all loss of or damage to County property arising out of or in connection with Contractor's performance under this Contract.
14. **Right to Monitor/Audit and Associated Liability.** It being understood by the parties hereto that the County's funding source herein may be County, State and/or Federal appropriations, and therefore Contractor is responsible for administering the program as described herein, Contractor agrees to accept responsibility for receiving, replying to and/or complying with an any audit of this project which may be deemed appropriate or required in compliance with County, State or Federal mandates and to reimburse the County for any liability upon the County for any discrepancy resultant from said audit exceptions or for any liability that result from a breach of contract, misrepresentation or inaccuracy.
15. **Record Retention and Availability.** Contractor shall maintain and preserve all records related to this Contract in its possession (or will assure the maintenance of such records in the possession of any third party performing work related to this Contract) for a minimum period of three (3) years from the effective date of this Contract, or until all State and/or Federal audits are complete, whichever is later. Upon request, Contractor shall make available copies of these records to County, State or Federal Governments' personnel, including but not limited to the State Auditor General. In the event that this contract is related to a FEMA grant record retention shall be three years from the date of the Grant Close-out letter.
16. **Compliance with California Public Records Act.** Contractor understands that, except for disclosures prohibited under Section 11, Confidentiality, County may be required to disclose to the public certain records it receives from Contractor pursuant to the Public Records Act. Contractor agrees to contact County immediately upon receiving a request for information under the Public Records Act and to comply with County's instructions on how to respond to the request as required by law
17. **Insurance Requirements.** Contractor shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damages to property which may arise from, or be in connection with the performance of the Work hereunder by Contractor, Contractor's agents, representatives, employees and sub-contractors. At the very least, Contractor shall maintain the insurance coverage, limits of coverage, and other insurance requirements as described in Attachment II to this Contract.
18. **Changes to the Contract.** Changes to this Contract may only be approved by written amendment to this Contract. No alteration or variation of any term or condition of this Contract shall be valid unless made in writing, signed by the parties hereto in accordance with County Policies and Procedures. No oral understanding or agreement not incorporated as a duly authorized written amendment shall be binding on any of the parties hereto.
19. **Representations and Warranties.** Contractor by execution represents the skill, knowledge, proficiency and expertise to perform as herein stipulated.

20. **Contractor's Standard of Care.** County has relied upon the professional ability, experience, and credentials presented and represented by the Contractor as a material inducement to enter into this Contract. Contractor hereby warrants that all of Contractor's work will be performed in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable Federal, State and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.
21. **Termination for Exceeding Maximum Level of Expenditures.** Contracts exceeding the monetary limits delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Board of Supervisors. If this Contract was executed for the County of Lassen by the Purchasing Agent, or authorized deputy, this Contract shall automatically terminate on the date that the provision of services or personal property or incurring of expenses, the cumulative total of which, exceeds the amount prescribed by Government Code section 25502.5 for personal services contracts or the amount prescribed by Public Contract Code section 22032 (b) for public works contracts.
22. **Termination for Exceeding Maximum Term.** Contracts exceeding the three year term delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Board of Supervisors. If this Contract was executed for the County of Lassen by the Purchasing Agent, or authorized deputy, this Contract shall automatically terminate on the date that the term exceeds three years. Amendments to this Contract, or new Contracts for essentially the same purpose, shall not be valid beyond the three year limitation unless duly executed by the Chair of the Board of Supervisors.
23. **Compliance with Laws.** Contractor shall comply with all Federal, State and local laws, rules and regulations, including but not limited to, all nondiscrimination laws. Specifically, the Contractor, by executing this Contract, stipulates and certifies that it complies and will comply in good faith as well as all actions, with the following regulatory requirements:
- a. Non-discrimination with regard to minority, women, and disabled veteran-owned business enterprises; hiring practices on the basis of race, color or national origin, gender, handicaps or age;
  - b. Environmental protection legislation generally, including regulations regarding clean air and water, endangered species, handling of toxic substances, and the public's right to know;
  - c. Drug Free Workplace, Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act, and the Public Health Service Act;
  - d. National Labor Relations Board - Public Contract Code section 10296;
  - e. Domestic Partners – Public Contract Code section 10295.3; and
  - f. The Americans with Disabilities Act.
24. **Applicable Law and Forum.** This Contract shall be construed and interpreted according to California law and any action to enforce the terms of this Contract for the breach thereof shall be brought and tried in the Superior Court of the County of Lassen.
25. **Contractor Performance and the Breach Thereof.** The County may terminate this Contract and is relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. Contractor shall be notified in a timely manner of default and provided 30 days in which to remedy the default. If at the end of the 30 days, if remedy is not made or does not satisfy the default, the County shall notify the Contractor of the breach and thereby the termination of this Contract. In the event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due the Contractor under this Contract and the balance, if any, shall be retained by the County.

26. **Contradictions in Terms and Conditions.** In the event of any contradictions in the terms and/or conditions of this Contract, these Attachment I - Terms and Conditions shall prevail.
27. **No Delegation Or Assignment.** Contractor shall not delegate, transfer or assign its duties or rights under this Contract, either in whole or in part, directly or indirectly, by acquisition, asset sale, merger, change of control, operation of law or otherwise, without the prior written consent of County and any prohibited delegation or assignment shall render the Contractor in breach of this Contract. Upon consent to any delegation, transfer or assignment, the parties will enter into an amendment to reflect the transfer and successor to Contractor. County will not be obligated to make payment under the Contract until such time that the amendment is entered into.
28. **Conflict of Interest.** Contractor and Contractor's employees shall have no interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this Contract.
- a. This Contract is entered into by County upon the express representation that Contractor has no other contracts in effect with County except as described on Exhibit "A" hereto attached. Exhibit "A" is hereby made part of this Contract by reference herewith and hereby subjugated to these Terms and Conditions (Attachment I).
- b. Contractor understands and will adhere to the County's policy that no contracts shall knowingly be issued to any current County employee or his/her immediate family or to any former County employee or his/her immediate family until two years after separation from employment, without notifying the Director of Human Resources in writing:
- Regina Schaap, Director of Human Resources  
 220 S.Lassen Street  
 Susanville, CA 96130
- c. Contractor stipulates by execution of this Contract that it has no business or other interests that provide(s) any conflict with the interest of the County in the matters of this Contract. Contractor recognizes that it is a breach of ethics to not disclose any interest that may constitute a conflict of interest to the County for the advice of County Counsel on the matter prior to executing this Contract.
29. **Canon of Ethics.** Contractor, by execution of this Contract, agrees to act in the best interest of, and on behalf of, the County and its constituents in all matters and Contractor agrees to perform its obligations under the Contract in an honest, fair, prudent and diligent manner as dictated by reasonable standards of conduct for its profession.
30. **Severability.** The terms and conditions of this Contract shall remain in force and effect as a whole separate from and even if any part hereof the Contract is deemed to be invalidated.
31. **No Implied Waiver.** In the event that the County at any point ignores or allows the Contractor to break or not fulfill an obligation under this Contract, or otherwise breach this Contract, it does not mean that County waives its future rights to require the Contractor to fulfill those obligations.

**Entirety of Agreement.** This Contract inclusive of all Attachments herein stipulated and made part of the Contract constitutes the entire agreement between these parties.

## ATTACHMENT II

### Insurance Requirements for Software and Professional Services Contract

Before the commencement of work, Contractor shall submit to County: (1) **Certificates of Insurance** for all relevant coverages listed in Section A below; (2) All **Endorsements** listed in Section B below; and (3) a "**Declarations Page**" listing the titles of all endorsements to the Commercial General Liability (CGL) policy.

**A. MINIMUM SCOPE LIMIT OF INSURANCE** – Coverage shall be at least as broad as:

- 1.) **Commercial General Liability**. Insurance Services Office (ISO) "occurrence" form CG 00 01 12 07 CGL or equivalent on an "occurrence" basis, including bodily injury, property damage, contractual liability, medical expenses for any one person, personal and advertising injury, products-completed operations coverage and policy limits of no less than **\$1,000,000 per occurrence**. If a general aggregate applies, either the general aggregate shall apply separately to this project/location or the general aggregate shall be twice the required occurrence limit.
- 2.) **Automobile Liability Insurance**. ISO form CA 0001 covering (any auto) Code 1 or if Contractor has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than \$250,000 per passenger and \$500,000 for all passengers. *(Not required if Contractor provides written verification he or she will not be using a vehicle to perform the scope of work described in the Contract.)*
- 3.) **Workers' Compensation Insurance**. As required by the State of California with Statutory Limits and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury and disease. *(Not required if Contractor provides written verification he or she has no employees.)*
- 4.) **Data Processing Liability (Errors and Omissions) Insurance**. (If applicable. See Note below.)

Insurance appropriate to the Contractor's profession with limits no less than \$1,000,000 per claim, and \$2,000,000 aggregate. *(Note: Professional liability insurance coverage is normally required if the Contractor is providing a professional service regulated by the State. For example, insurance agents, professional architects and engineers, doctors, lawyers, nurses and certified public accountants. However, other professional Contractors not regulated by the State, such as computer or software designers, claims administrators, consultants, and others should also have professional liability insurance. If the contracted service requires "brain work, as opposed to "physical work", then professional liability insurance will most likely be required.)*

If Contractor maintains higher limits than the minimums shown above, County shall be entitled to the higher limits.

**B. INSURANCE POLICY ENDORSEMENTS**

- 1.) **The Commercial General Liability policy shall contain or be endorsed to contain the following:**

The County, its officers, officials, employees, and volunteers are covered as additional insured's on the CGL policy with respect to liability arising out of work performed or operations performed on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations.

For any claims related to this Contract, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, employees and volunteers. Any insurance or self-

insurance maintained by the County, its officers, employees and volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

The insurance afforded by this policy shall not be cancelled except after thirty (30) days prior written notice by certified mail return receipt has been given to the County. *(Note: We recommend Contractor's insurance carrier insert the language above into ISO form 20 10 11 85; or if that form is not available, later additions editions of ISO forms CG 20 10 and CG 20 37. We will also accept a Blanket Additional Insured Endorsement, as long as it provides coverage equal to coverages noted in Section A1 above and all items listed in Section B above.)*

**2.) Workers' Compensation Insurance.**

The Contractor's Workers' Compensation Insurance policy shall contain or be **endorsed** to contain a waiver of subrogation in favor of the County, for all work performed by Contractor, its employees, agents and sub-Contractors.

**C. OTHER INSURANCE PROVISIONS**

- 1.) **Primary Coverage.** For any claims related to this Contract, Contractor's insurance shall be primary insurance as respects the County, its officers, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, employees and volunteers shall be excess of the Contractor's insurance and shall not contribute with it. However, Contractor's insurance may contribute with other additional insureds providing primary insurance coverage for the same "occurrence", offense, claim or suit.
- 2.) **Notice of Cancellation.** Each insurance policy required above shall not be canceled, except after thirty (30) days' prior written notice (10 days for non-payment) has been given to the County.
- 3.) **Waiver of Subrogation.** Contractor hereby grants to County a waiver of any right to subrogation that an insurer of said Contractor may acquire against the County, by virtue of payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County received a waiver or endorsement from the insurer.
- 4.) **Deductibles and Self Insured Retentions.** Any deductibles or self-insured retentions must be declared and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claims administration, and defense costs within the retention.
- 5.) **Acceptability of Insurance Carriers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to County. *(A.M. Best Ratings can be accessed over the internet for no cost at [www.ambest.com](http://www.ambest.com)).*
- 6.) **Claims Made Policies.**

If any of the required policies provide coverage on a claims-made basis then the following requirements must be met:

- a.) The Retroactive Date of the policy must be shown and must be before the Contract or beginning of Contract work.
- b.) Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the Contract work.**

c.) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after the completion of contract work.

7.) **Verification of Coverage.** Contractor shall furnish the County certificates of insurance and original endorsements affecting coverage required by this clause. All certificates of insurance and endorsements are to be received by the County before work under the contract has begun. The County reserves the right to require complete, certified copies of all insurance policies required by this contract.

Certificates of insurance shall state that the insuring agency agrees to endeavor to mail to County written notice 30 days before any of the insurance policies described herein are cancelled.

Contractor agrees to notify County within two working days of any notice from an insuring agency that cancels, suspends, reduces in coverage or policy limits the insurance coverages described herein.

8.) **Sub-Contractors.** Contractor will require and verify that all sub-Contractors maintain insurance meeting all the requirements stated herein or cover sub-Contractors under their insurance policies. Upon request, Contractor shall provide County proof that all sub-Contractors are covered by their own insurance or the Contractor's insurance policies.

9.) **Special Risk or Circumstances.** County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or special circumstances.



## Attachment III – Scope of Work

### 1.0 Objectives of the Project

Contractor will manage and implement a project, in accordance with the methodology described herein, to enable the County to utilize Contractor's <Insert name of software system> software. In fulfilling its respective obligations as described in this Attachment III – Scope of Work and the resulting implementation plans, Contractor and County agree to use all commercially reasonable efforts to perform in accordance with the respective plans and schedules.

### 2.0 Project Personnel

2.1 Contractor will designate a Project Manager and provide individuals to meet the requirements and accomplish the work as stated in this Contract. If, during the course of the implementation of this Contract, it becomes necessary for the Contractor to change the person assigned as Contractor's Project Manager, Contractor will notify County in writing. The following positions on the Contractor's project team are identified as Contractor Key Roles:

#### Project Manager

- Responsible for successful project implementations by managing project scope, project deliverables, project resources, project communication, project timelines, and project risk
- Responsible for transition to support

#### Business Analysts

- Act as subject matter experts for the product
- Define and document data requirements and mapping elements, and configuration requirements through the product overviews and business process discovery
- Perform testing and work with clients on user acceptance testing
- Train the clients and periodically update user documentation
- Support during project completion through transition

#### Implementation Engineers

- Responsible for data migration and importing templates into the System's data structure
- Responsible for developing reports, extracts, and interfaces for the project team

2.2 Contractor's Project Manager will be responsible for all aspects of the project implementation and will be fully knowledgeable of the objectives of the project. Contractor's Project Manager will provide leadership to both Contractor and County personnel engaged in the Project implementation, and will coordinate all administrative and technical decisions on the project.

2.3 Contractor's Project Manager will coordinate all of Contractor's on-site and off-site personnel working on the Project. The Contractor Project Manager will schedule Contractor implementation team resources and work with the County's Project Manager to ensure that the County's team is available for planned activities.

2.4 County will designate a Project Manager to serve as the primary point of contact with Contractor during the execution of the Project. If, during the course of the implementation of this Contract, it becomes necessary for the County to change the person assigned as County's Project Manager, County will notify Contractor in writing.

2.5 Contractor's Project Manager shall deliver to County's Project Manager, weekly reports of Contractor's progress on the project, including progress toward completing the Tasks and

Deliverables as described herein. Each report must contain a description of the current status of the project, the Tasks on which time was spent, the estimated progress to be made in the next reporting period and the problems encountered, the proposed solutions to them and their effect, if any, on the project schedule.

- 2.6 Contractor will solicit and consider input from County prior to substitution of those individuals performing Key Roles as identified herein. Contractor further agrees that any substitution made pursuant to this paragraph must be of equal or higher skills, knowledge, and abilities than those personnel originally assigned and that County's concurrence with a substitution will not be construed as an acceptance of the substitution's performance potential. The personnel furnished must have the knowledge necessary to complete requirements as defined in this Contract.
- 2.7 Upon request by County, Contractor shall replace any Contractor personnel who County determines, at County's sole discretion, to be unable to perform Contractor's obligations under the Contract, including but not limited to, inappropriate or unprofessional personal conduct and/or professional inabilities.

### **3.0 County Responsibilities**

- 3.1 The County's Project Manager will coordinate with the Contractor Project Manager regarding the delivery of Data Conversion Services. County's Project Manager will be available to Contractor Project Manager as needed to enable Data Conversion Services to be performed efficiently, and will participate in meetings, training, and other activities related to the delivery of Data Conversion Services as reasonable requested by Contractor's Project Manager.
- 3.2 The County will make available End Users and additional staff as necessary and appropriate to enable the implementation to proceed as planned.
- 3.3 County will ensure that End Users who participate in Training have the background and experience required to enable them to understand the subject material and learn how to use the Software, including operation of workstations in a MS Windows environment.
- 3.4 County will provide a training room to accommodate up to twelve students and one trainer, each with their own PC.
- 3.5 The County is responsible for meeting the information technology infrastructure needs of the project, including procuring and licensing all hardware and software products, other than the software provided by Contractor, required for the Project. Contractor will provide advice and guidance as necessary to assist County in acquisition and configuration of infrastructure resources. Depending on the nature and extent of such assistance to be provided by Contractor, Contractor's technical services may be billable at then-current rates. Before any non-contract technical services charges are incurred, Contractor will provide a formal quote for said services, which will be managed through the Change Request process.
- 3.6 The County will provide timely access to its office facilities for Contractor personnel as needed during County's regular business hours (Monday through Friday, 8am to 5pm) for the duration of the project. After-hours access can be arranged in advance with the County Project Manager. The facilities to be provided shall include work areas, desks and chairs, telephones and wireless access, and access to copier and fax machines.
- 3.7 The County will provide timely access to all areas of its premises required for Contractor to perform its responsibilities under this Contract. Access to restricted areas (including the server room, wiring closets, etc.) will require an authorized escort.
- 3.8 The County shall provide access to business, operational, and technical data for its environment, as necessary to meet the objectives of this Project. The County shall provide the necessary extracted data in the agreed upon intermediate format required to complete

the data conversion. Data and data access will be provided under a mutually agreed security policy.

- 3.9 The County is responsible for all data cleansing activities. Contractor will provide subject matter experts to assist with troubleshooting and developing cleansing strategy.
- 3.10 The County shall be responsible for participating in the Product Overview sessions; Contractor-led "train-the-trainer" sessions; identifying County subject matter experts responsible for defining and documenting the County business process using the Contractor product suite; and providing training resources to conduct the End-User Training sessions in the County offices prior to system deployment.
- 3.11 The County shall be responsible for developing testing scenarios from defined business processes, documented requirements, and current examples of business use cases. Execution of the functionality testing, as well as data conversion review and validation is the responsibility of the County. Contractor will provide subject matter experts to assist with troubleshooting, system training, and facilitate logging/tracking of identified product defects.
- 3.12 The County shall provide staging areas for the purpose of hardware and software configuration, and operational state testing before installing upgraded or new equipment at the County site.
- 3.13 The County shall provide a facility that will serve as the software solution lab where computer terminals will be set up for interfacing with the test and development database.

#### **4.0 Contractor Responsibilities**

- 4.1 Contractor will provide County with required specifications for Local Hardware, including software specifications for required operating systems and network software, so that County may procure and/or configure the necessary Local hardware at County's expense.
- 4.2 If requested by the County, Contractor will provide technical support services to assist County in evaluating its Local Hardware; identifying network, communications and computer resources required to properly operate the Software; and installing and configuring the Local Hardware for the County. If Contractor provides these services, it guarantees to the County that, at the time of installation, the Local Hardware will be properly configured and installed, and will provide sufficient network communications, and computer resources to support the anticipated number of End Users.

#### **5.0 Place of Performance**

Contractor will perform project work at its own locations as well as in County offices. County will make available such office space and meeting space as is reasonably required for Contractor staff to perform their work.

#### **6.0 Project Management Plan**

Contractor Project Manager, with the assistance and consultation of the Project Management Team, will develop a Project Management Plan (PMP) to include the following components, either incorporated into the body of the PMP or presented as exhibits or schedules thereto:

- 6.1 Project Schedule: A preliminary high-level Project Schedule is provided in Section 12 below. The Contractor and County Project Managers shall conduct a joint review of the Project Schedule during the initial stages of the project. Once the Project Schedule is agreed by the Project Management Team it will become the primary tool used to guide the project team, monitor, and control the project.

The Project Schedule will be reviewed and updated by the project management team on a regular basis in response to changing circumstances, actual progress and as more detailed planning becomes possible. Any material changes to the accepted Project Schedule which

affect the schedule of milestone tasks or that are considered to be of significant impact by either Project Manager will be handled in accordance with the Change Control Plan.

- 6.2 Deliverables: A list of the key Deliverables, a form for tracking the completion of the Deliverables, and a sample of the Deliverable Acceptance Statement to be used to document completion of Deliverables. Deliverables will be tracked and County's acceptance of Deliverables will be documented. Deliverable documents will be provided to the County Project Manager in an electronic format via email unless otherwise mutually agreed by the project managers. Electronic documents will be delivered in the format of the tool used to produce them (e.g. Word, Excel, MS Project) unless specified differently in the Deliverables List or otherwise mutually agreed by the project managers.

Where deliverables are not documents or where deliverable documents are delivered by a means other than email, the Contractor Project Manager will notify the County Project Manager by email that the deliverable is complete with an appropriate description of the delivery method and how the County can take possession of the deliverable. Where delivery method includes a delay before the County is in receipt of the item, e.g. mail, then the delivery date will be when the County receives the item.

- 6.3 Data Conversion Plan: A description of the overall approach, responsibilities, and timing of the process for converting data from the County's legacy database to the Licensed Software. The Data Conversion Plan will be based on a two-step data conversion effort. The County will design and develop the programs to extract and cleanse the data from the current data structures into an intermediate file format. Contractor will design and develop the programs to convert the data from the intermediate files into the new system. Both parties will build edit and data validation tables/files that at a minimum parallel those currently being utilized by the County for the purpose of validation in the accuracy of the data and files extracted/imported.

- 6.4 Issue Management Plan: A high-level description of how issues will be classified, logged, and resolved. This plan should include a template of the form to be used for logging issues and their resolutions.

- 6.5 Interface Specifications: A definition of external interfaces between the Software and other existing or planned information or communications systems. Contractor and County shall have responsibility for preparing and controlling all of the Interface Specifications.

- 6.6 Training Plan: A description of the strategy for providing comprehensive training in all aspects of system usage, administration and problem resolution will be developed during Project Initiation. The training strategy will include a needs analysis to define who needs training and on what topics, development of training curriculum, arrangement of training logistics, preparation of training materials, and assessing training effectiveness. Training will include classroom lectures and interactive training in concert with the online help resources and user manual. All training will have prescribed user-oriented objectives. Contractor will provide training materials. The Training Plan will incorporate training for the following groups of County staff, and include the indicated content:

- a. Trainers – Contractor will provide general end-user 'train-the-trainer' training to designated County 'Trainers'. This training will be conducted during the pre-installation period. The information the County 'Trainers' acquire will be used as they train the End Users. Several different "train-the-trainer" classes will be taught prior to live implementation.
- b. Key Users – County staff members identified by management who will be working with Contractor as a part of the installation and implementation team. This includes members of the County-designated Support Team who will be the principal points of contact with Contractor for ongoing maintenance as described in Exhibit C.

- c. Supervisors/Managers – County staff members who need to understand and facilitate the system at the operations level will train in a classroom setting. These users will learn how to manage the specifics of daily, weekly, and monthly operations as they pertain to facilitating the program as a whole system. This training will be conducted prior to live implementation.
- 6.7 Risk Management Plan: A high-level description of activities that Contractor and the County will implement to mitigate identified areas of risk to the successful completion of the Project. Risk management and control consists of keeping risks within agreed to bounds. It includes the identification, reporting and assessment of the status of each Project risk at the appropriate management levels. The set of identified Project risks is monitored via Project cost, schedule and requirements management systems. New risks may be identified when any or all of the project control areas have significant deviation from the project plan. Risk reviews identify the status and the effectiveness of avoidance and contingency actions for each risk. This process will continually be reassessed during the reporting/status updates for the project. Details on procedures in place for managing risk during the implementation process, including a template for a Risk Log to be used in tracking risks and their mitigations, will be defined in this plan.
- 6.8 Resource Plan: A description of the roles and responsibilities (task responsibility matrix) of individuals whose efforts will be required to sufficiently staff the Project, as well as a description of how other personnel and non-personnel resources will be allocated and deployed for successful completion of the Project.
- 6.9 Communication Plan: A description of the communication procedures, reporting requirements and formats, and issue escalation process to be used in communications between Contractor and the County during the execution of the Project.
- 6.10 Change Control Plan: The procedures to be used for requesting and approving changes to the Project, including changes initiated by either the Contractor or the County. It should include a Change Request form template and list of situations/activities that will require a duly authorized Change Request to be considered valid. Change Control is a formal procedure to manage changes to project deliverables (including requirements, specifications and project plans). Through this process the impact of proposed change(s) on functionality, performance, cost, schedule, and quality objectives will be analyzed, evaluated, and reported. The Change Control Process will include, at a minimum:
  - a. A change request must be made in writing by the party desiring the change, to document the potential change.
  - b. The change will be reviewed and, if acceptable to County, Contractor will submit to County an estimate of the impact to cost, schedule, scope, and quality.
  - c. Contractor will continue performing the services in accordance with the original Contract unless otherwise agreed upon by the County's project manager. Work cannot commence on any new activities related to the change request until all parties agree in writing.
  - d. All change requests will be logged and tracked.
  - e. Contractor's Project Manager and County's Project Manager will adapt project plans to incorporate approved changes.
- 6.11 Document Control Plan: A description of the manner in which Contractor will index and publish project documentation, and make that documentation available to the County.
- 6.12 Acceptance Plan: A description of the criteria for final acceptance of the Project and the procedure by which Acceptance will be demonstrated and documented. Unless otherwise provided for in this Contract or agreed upon in writing by both parties, acceptance testing

will be performed on the County's site, on the County's equipment. The Acceptance Plan shall include the following provisions:

- a. The review, approval, and acceptance of all project Deliverables will be the responsibility of County's Project Manager. The County will apply the following Software Acceptance Process to acceptance of all deliverables:
  - i. For the life of this Contract, County has the right to complete a review of any deliverable received from Contractor and notify Contractor of County's findings; and
  - ii. If the deliverable is unacceptable, Contractor shall resubmit the deliverable after the appropriate correction or modifications have been made.
  - iii. The process described above will be repeated until final acceptance is obtained, the County waives the irregularity, or the Contract is terminated.
- b. "Final Acceptance" is defined as:
  - i. The successful completion of all deliverables as stated in the Scope of Professional Services and following the Software Acceptance Process described above, and
  - ii. The final delivered product fully implemented in County's live production environment AND
- c. County will have thirty (30) days following completion of the Software Acceptance Process, or such other period that is mutually agreed to by the parties, in which to accept or reject it in writing. If County rejects it, County will specify in writing its grounds for rejection and Contractor will use its best efforts to make the product conform to the requirements of this contract as soon as possible and at no additional cost to County. Contractor shall continue to use its best efforts to make the product conform to the requirements of this Contract until County accepts the product or terminates this Contract upon written notice to Contractor.

6.13 Quality Management Plan: A high-level description of Contractor's procedures for ensuring the overall quality and efficacy of the Software.

## **7.0 Project Initiation**

- 7.1 Contractor will, in accordance with the Document Control Plan, establish a documentation library that is available to County. County shall have the option of making all documentation available on County's intranet site, provided that all documents are treated as confidential and proprietary, and not a matter of public record.
- 7.2 Contractor will initiate systems as described in the Project Management Plan for recording and managing issues, risks, and changes.
- 7.3 Contractor will conduct product overview sessions demonstrating the features of the Software and will review how the Software will be configured to meet the Specifications. The purpose of these sessions is to:
  - a. Identify all product configurations necessary to enable functionality to meet defined requirements;
  - b. Identify business processes changes required to be adopted by the Client in order to deploy the software; and
  - c. Familiarize client resources with the software for ultimate production usage – as introductory informal training.
- 7.4 Contractor will install the Software into a test area on County's Local Hardware for initial testing and training.

## **8.0 Project Execution**

- 8.1 Contractor will manage the overall project effort and supervise each project subgroup tasked with all project deliverables.
- 8.2 Contractor will provide regular status reports in accordance with the Communication Plan.
- 8.3 **Data Mapping Review**
  - a. The data mapping review will build on the Data Conversion Plan to complete a detailed study of the data conversion requirements.
  - b. The County will be primarily responsible for providing information about the nature and purposes of the data. Contractor will provide subject matter expertise as specifically related to the Licensed Software and schema
  - c. The Data Mapping Review will consist of the following tasks:
    - i. Confirm the source files containing data to be converted.
    - ii. Identify the data elements to be converted, or not converted, from each source file.
    - iii. Outline the programs required to extract the data.
    - iv. Provide an approach for controls and reconciliation to ensure the completeness of the mapping.
    - v. Identify data purification issues, including problem, magnitude, and correction alternatives.
    - vi. Document mapped data elements/files within a working document.
    - vii. Provide a "field-level" mapping of source file data elements to the new system database.
  - d. In order to efficiently move through this process, the County may elect to engage Contractor to perform additional data conversion activities related to the overall data conversion deliverable. This additional work would be arranged through the Change Request process.

### **8.4 Data Conversion Development and Test**

The development and testing of data conversion programs and files primarily consists of two parallel efforts:

- a. County will develop and test the programs to extract the data from the current file structures and deliver them to Contractor in an intermediate file structure prescribed and provided by Contractor.
- b. Contractor will develop and test the programs to load the intermediate files into the Contractor database. Only data that is absolutely necessary for proper system function and within the scope of the current database structure will be converted. All data not within the current structure will either not be converted or will be converted at Contractor's discretion at the then-current time and materials rate.
- c. Contractor and the County will develop a mutually agreeable data conversion test plan including appropriate audit trails and summary reports.

### **8.5 Data Conversion Delivery**

- a. Contractor will load the converted data into the agreed upon environment, so the County can conduct acceptance testing in accordance with the Acceptance Plan.

- b. Contractor and the County will work together to refine the process of extracting and loading the data to optimize time and resources required to execute the conversion at three separate points in time:
  - i. Initial data load – This conversion consists of a sample size set of data addressing the majority of business rules used to define/populate County data. Several iterations of this initial data may be loaded for review based on the number of corrections needed for successful use of the data in testing. The system will be configured using the base configuration for the state-specific features.
  - ii. Full/Complete data load – This conversion builds from the Initial Data Load to include all business rules and a complete set of the County data. Several iterations of this data load may also be necessary. The system will be configured using client-specific configurations identified in the product overview sessions. The goal is to use this database and conversion to move into the User Acceptance Testing activities.
  - iii. Production data load – this is the final conversion and will be used to deploy the system into production use of the application. The configuration will be the one accepted from the User Acceptance Testing (UAT) activities.

**9.0 Training**

Contractor will provide training in accordance with the Training Plan. Data used during training will be the County’s converted data. In addition to training with the converted data, mock “live” sessions will be run so that the actions currently performed by each department can be simulated on the new system. On completion of each training class, Contractor will provide an assessment of each trainee’s skill levels and capabilities with recommendations for any additional recommended training. Additional training will be managed through the Change Request process documented in the PMP at the then-current consulting services rates.

**10.0 User Acceptance Testing (UAT)**

10.1 User Acceptance Testing is primarily concerned with testing the functionality of the delivered software against the County’s business requirements and the Product Feature List:

<insert list here>

10.2 The County has the primary responsibility for conducting this testing with some assistance from Contractor with process training and troubleshooting.

10.3 Acceptance of the converted data is not a part of UAT; it is addressed during the conversion process and tested with each delivery. If data is uncovered during UAT and deemed by County as critical, then that error will be tracked and corrected as part of the UAT process.

10.4 Application or data faults or defects uncovered during UAT may require changes to the base application or conversion programs. Prior acceptance of the conversion tasks does not imply that such conversion adjustments will be change requests.

10.5 Additional levels of testing, such as system testing and integration testing, may be conducted at the discretion of the County.

10.6 The following activities will take place during UAT, as further defined in the deliverables section of Schedule:

- a. Development of the Test Strategy Plan
- b. Development of Testing Scenarios and Scripts
- c. Execution of the Test Plan



- d. Management, documentation, reporting of test results
- e. Fault status tracking

#### **11.0 Project Deliverables and Deliverables Acceptance**

For each of the Deliverables there will be a formal acceptance process by which the County Project Manager provides Contractor with assurance that the County is satisfied that the Acceptance Criteria for the respective Deliverable have been met.

The procedure for formal acceptance of a deliverable will have the following steps:

- a. Contractor will complete the deliverable and present documentation or other evidence thereof to the County.
  - b. For major project deliverables, Contractor will meet with the County Project Manager in person or by telephone conference call to outline the content of the deliverable and provide any points of clarification.
  - c. A Deliverable Acceptance Statement (DAS) will be presented by the Contractor Project Manager to the County Project Manager.
  - d. The County Project Manager will review the DAS, confer with the appropriate team members, and sign and return the DAS indicating acceptance, or in the case of non-acceptance, documenting the reasons for the non-acceptance.
  - e. In the case of non-acceptance of a deliverable, Contractor will confirm receipt of the County's non-acceptance and provide a written response detailing the plan to address the non-acceptance issue(s).
  - f. The Contractor Project Manager will catalog the response on the Deliverable Register and, if the deliverable is not accepted, document the effect on the project in the next Project Status Report.
  - g. The County will make its best effort to approve, or reject project deliverables, or otherwise request an extension for deliverables. The timeframe for approval of the submitted DAS is also defined for each deliverable. In the event the County does not respond according to the defined acceptance period for a deliverable, Contractor will assume the deliverable is approved.
- 11.2 Deliverables List: Contractor will provide the deliverables described in the Deliverables List below. This Deliverables List is subject to revision in the Deliverables section of the Project Plan.

**<Insert Deliverables List>**

#### **11.3 Final Project Acceptance**

- a. Upon completion of all Deliverables, Contractor will present County with a Notice of Completion.
- b. Upon receipt of the Notice of Completion, County will: (a) sign the Notice of Completion, indicating County's final acceptance of the project; or (b) submit in writing to Contractor notice of any errors that County believes exist within the Software.
- c. If County has identified errors, Contractor will have a plan to correct any reproducible Priority 1, errors, as defined in Exhibit C. If no Priority 1 errors exist, or if a plan to resolve has been delivered, then Contractor will provide a DAS to be executed by County to memorialize Acceptance.

#### **12.0 Project Schedule**

The chart below illustrates the timing and duration of the main activities and milestones of the project. The dates are estimates only as of the date of preparation of this Contract. The chart is intended as an overview to aid in the general understanding of the project schedule. A more detailed schedule will be included in the Project Plan that falls within the overall structure of this summary schedule and that will be used as the working schedule for the project. The current implementation schedule calls for an X to Y month deployment. The Project Schedule will be developed during the Project Initiation phase and will include analysis of the current business cycle before determining a System Cutover target date.

**<Insert Project Schedule>**

**13.0 Additional Services**

County and Contractor contemplate that the Implementation Plan will from time to time be amended during the project. All amendments to the Implementation Plan shall be made in writing on a change control request form and signed by the Project Manager for each party. Services requested of and provided by Contractor that are not within Contractor's obligations under this Contract shall be subject to the applicable rates as described in Exhibit D.

## **Exhibit B – Software Licensing**

### **1.0 Agreement to License**

This Contract provides for the license of Software by Contractor as Licensor to County as Licensee, in accordance with the terms and conditions of this Contract. Contractor shall license to County and County shall license from Contractor, the Software as described in Exhibit D - Schedule of Charges and Payments.

### **2.0 Grant of License**

Unless this Contract is terminated in accordance with the provisions of Attachment I - Terms and Conditions, Contractor grants to County a, nontransferable, revocable and nonexclusive subscription license for use of the Software (machine readable version) and Documentation therefor in accordance with the terms and conditions of this Contract. Such use shall be limited to County only. Title to the Software remains with Contractor, which shall be the sole and exclusive owner of all rights to Patents, Copyrights, Trademarks, Trade Secrets, and all other Intellectual Property rights in the Software and in all Customizations, Derivatives and Enhancements thereto. Any data supplied by the County shall remain the property of the County.

### **3.0 Right to New Versions**

If Contractor creates a new Version of the Software, Contractor will provide that new Version to County at no additional charge so long as the County is current with payments to Contractor for the Annual Software Subscription Fee. The delivery of each Version and Release will include Installation, any necessary data conversions, and Release documentation that will include Release/Version notes, and any updated Training materials prepared by Contractor. Notwithstanding anything in the foregoing to the contrary, the County shall, at its own expense, be responsible for the User Training with respect to each Version and Release. For clarity, new Versions will maintain the functionality of Customizations, Enhancements and Interfaces performed by Contractor and provided for under this Contract or any Change Order. County understands implementation of a new Version may require County to upgrade its Computer Systems.

### **4.0 Third Party Software**

County shall execute all documents reasonably requested by Contractor and will abide by all reasonable requirements with respect to Third Party Software licensed or sublicensed by Contractor to County hereunder, or necessary to the performance of the Software hereunder in accordance with the Specifications, and County agrees to maintain in effect all required licenses and approvals of all applicable third persons.

### **5.0 Acceptance Testing**

During the Test Period, County may test the Software to verify that it conforms in all material respects to the Documentation. If the Software does not so conform, County shall promptly notify Contractor in writing, and Contractor shall work diligently to correct all priority 1 nonconformities at no additional charge to County.

### **6.0 Local Hardware**

6.1 In order to be executed and to perform in a satisfactory manner, the Software must be installed on Local Hardware that provides sufficient network, communications, and computer resources to support the anticipated number of End Users. The Local Hardware must be properly configured, installed, managed, and maintained. County is solely responsible for ensuring that the Local Hardware meets these standards and for ensuring that its Local Hardware is installed according to the schedule mutually agreed by both parties.

- 6.2 The Local Hardware and third party technologies required to properly execute the Software may change over time. Additional network, communications or computer resources may be required to enable County to install and use enhancements, promotions or new Versions of the Software. Contractor will make best efforts to give the County a minimum of 180 days' notice of additional third party software products that may be required, and provide information to allow County to evaluate the impact of the enhancement, promotion or new Version on network performance and to plan for network upgrades.

## **7.0 Rights of County as Licensee**

- 7.1 If the Software is licensed on a per seat basis, County may use and execute the Software only on the licensed number of Seats designated on Exhibit D - Schedule of Charges and Payments. Unless otherwise provided on Exhibit D, County must purchase a license for each Seat that has access to the Software.
- 7.2 If the Software is licensed on a Site basis, County may use and execute the Software only in connection with the operations of the Site(s). Unless otherwise provided in Exhibit D, County must purchase a license for each site for which the Software is used.
- 7.3 County may make copies of the Software for backup and archival purposes only, provided that (a) no more than two (2) copies of the Software are in existence at any one time, and (b) Contractor's copyright and other proprietary legends are reproduced on each copy. County shall keep appropriate records of the number and location of all copies and make such records available to Contractor upon request. All copies that are made by County shall be the property of Contractor.
- 7.4 County may make copies of the Documentation for County's internal use only, provided that Contractor's copyright and other proprietary legends are reproduced on each copy.
- 7.5 County may permit access to the Software to third parties for the purpose of loading data and/or generating reports, subject to execution by said parties of a non-disclosure agreement to be provided by Contractor.

## **8.0 Restrictions**

In addition to other restrictions set forth in this Contract, County may not:

- 8.1 Use, copy, modify or distribute the Software (electronically or otherwise) or any copy, adaptation, transcription, or merged portion thereof except as expressly authorized under this Contract;
- 8.2 Use the Software for any purpose for the benefit of any third party (including any body of government other than the entity that executes this Contract) in a commercial, retail, service bureau, or similar enterprise;
- 8.3 Translate, reverse engineer, decompile, recompile, update, enhance, or create derivations of all or any part of the Software, or merge any Software with any other software or program, including, without limitation, the structure and sequence of any database and/or database files, including those created by County under this Contract;
- 8.4 Without prior written approval of Contractor, modify or manipulate the data in the Software's database, except by means provided in the Software;
- 8.5 Without prior written approval of Contractor, modify, extend, or add tables, including, without limitation, the structure and sequence of any database or database files that are used by the Software, including those created by or for County under this Contract; or
- 8.6 Intentionally remove the labels or any proprietary legends from the Software or its Documentation.

**9.0 Tools and Customizations**

County shall not have any right to independently make changes to the underlying code of the Software. County may develop, and shall retain ownership of, hooks, interfaces, or similar tools for use with the Software, provided that the hook, interface or tool does not use any part of the Software or require any modification or alteration of the underlying code of the Software. Contractor shall own all right, title, and interest (including all associated intellectual property rights) in and to any Customizations to the Software.

**10.0 Documentation**

Contractor will provide Documentation of the process and procedures for use of the Software, including all screens. Documentation will be embedded in the Software and accessible to End Users through a "Help" icon or menu.

**11.0 Right to Audit**

Contractor shall have the right, up to two (2) times per calendar year and within ten (10) days of Contractor's written request, during normal business hours and at times mutually agreed upon by the parties, to audit County's use of the Software to monitor compliance with this Contract. If an audit reveals that County has exceeded the restrictions on use, County shall be responsible for the prompt payment to Contractor of any underpayment of license fees.

## **Exhibit C – Software Maintenance**

### **1.0 Scope of Software Maintenance**

- 1.1 This Exhibit C covers the maintenance of Software licensed or delivered by Contractor for the benefit of the County pursuant to that certain concurrently effective Software Licensing (Exhibit B) between the parties, as listed on Exhibit D - Schedule of Charges and Payments. This Contract provides maintenance services only with respect to Software, including third party software, supplied by Contractor to County pursuant to the terms of the Software License Agreement. This Contract does not provide for maintenance services for any third party software not provided by Contractor to County or for any hardware.
- 1.2 Contractor's obligation to provide Support Services shall extend to the current Release and prior Versions whose Release number begins with the same number or immediately preceding number as the current Release. For example, if the current Release is 4.5, Contractor will support only those Versions between 3.x and 4.5. If County desires support for earlier Versions of the Software, such support may be treated by Contractor as additional consulting services for which County will be billed at Contractor's then-current time-and-materials rates. County understands that its implementation of a new Version may require County to upgrade its Computer System.

### **2.0 Term of Software Maintenance**

- 2.1 The initial term ("Initial Term") of this Exhibit C shall begin on the effective date of this Contract and, unless sooner terminated or extended in accordance with the terms hereof, shall continue in effective for sixty (60) months following the System Cutover. Unless sooner terminated or extended in accordance with the terms hereof, the term of this Exhibit C shall remain in effect for a period ending on the date immediately prior to the fifth (5th) annual anniversary date of the Maintenance Agreement Effective Date.
- 2.2 Upon expiration of the Initial Term, subject to the same fees paid by Contractor during the prior term unless adjusted in accordance with Section 3 below, Exhibit C will automatically renew for a successive period of one (1) year ("First Renewal Term"), as set forth above, unless County gives Contractor written notice at least ninety (90) days prior to the expiration date of the Initial Term that Exhibit C will not be renewed beyond the Initial Term. Thereafter, Exhibit C will automatically renew for successive periods of one (1) year ("Subsequent Term(s)") unless either party gives the other party written notice at least ninety (90) days prior to the expiration of the then current Subsequent Term that such term will not be renewed. The Initial Term, First Renewal Term and the Subsequent Terms are herein collectively referred to as "Term".

### **3.0 Software Support and Maintenance Fees**

Software Support and maintenance fees shall be as detailed in Exhibit D - Schedule of Charges and Payments.

### **4.0 Hosting Services**

Contractor shall arrange hosting of the Software on behalf of the County. For the Term of this Contract and any extensions or renewals hereto, County will have the ability to access and use the Software on the hosted servers provided by the Hosting Vendor selected by the Contractor subject to the limitations and rights set forth in this Contract and in the Hosting Services Agreement. Contractor shall notify County of any change in Hosting Vendor within thirty (30) days following

such change. Contractor will make commercially reasonable efforts to choose a new hosting provider that conforms to the specifications as set forth here:

<Insert specifications here>

Should Hosting Vendor not be approved by County, Contractor agrees that County will be offered the option of purchasing servers and maintaining the system by County, or selecting a new Hosting Vendor that is acceptable to both Contractor and County. If County decides to move to its own hosting provider or on premise there is the potential for lost functionality and the County will be responsible for all of the cost related to the move. Availability of access, data security, remedies related to the same and other similar matters will be governed by an agreement the Contractor has executed with the Hosting Vendor. County shall be solely responsible for accessibility as it relates to the Computer Systems, local connectivity to the internet, and other County network functionality.

- 5.0 Data Backup, Retention and Disposal.** Contractor shall be responsible for creating and maintaining timely, accurate and readable electronic back-ups of all data, program and system files. Periodically, in accordance with information technology best practices, Contractor shall restore such backups to a test server to validate that the data backups are recoverable without lost or corrupted data.

Using appropriate and reliable storage media, Contractor will back up County data daily and retain such backup copies for a minimum of thirty-six (36) months, or as consistent with requirements in federal, state and local law. At the end of that time period and at County's election, Contractor will direct the Hosting Vendor to destroy or overwrite the backup copies. Upon County's request, Contractor will supply County with a certificate indicating the nature of the storage media destroyed, the date the backups were destroyed or overwritten, and the method of destruction used. In addition, Contractor will provide certification of Department of Defense (DOD) 5220.22-M (or current) standard wipe of any hard drive media storage device removed from Contractor's production systems.

- 6.0 Administrative Functions Performed by Contractor.** Contractor shall provide certain limited administrative services regarding the maintenance of the Software including, (i) setting permissions, (ii) adding, modifying or deleting attributes, events, statutes, program and case types and lookup items, (iii) adding and deleting case types, and (iv) creating and modifying workflows, (v) adding and modifying assessments and related scoring. If any change requested by the County for the administration of the Software require changes to reports, interfaces, workflows, creation of an event(s) or similar, the change order process outlined in Exhibit C will be used to describe the work to be performed and any costs to be borne by County.

- 7.0 Confidentiality of County Information.** Any information obtained by Contractor or a sub-contractor, such as Hosting Vendor, that is considered confidential by federal or state law, shall remain confidential and not disclosed unless court ordered to do so. The system must employ industry standard protections to prevent unauthorized access of confidential data. Any unauthorized access to data that will violate this confidentiality statement shall promptly be reported to the County.

**8.0 Covered Maintenance**

Contractor will provide to County: (i) all services required to ensure that the Software operates in conformity with all Specifications; and (ii) all Enhancements developed by Contractor for the Software and related Documentation during the Term of this Contract. Covered Maintenance Services do not include the costs of accessories and expendable supplies necessary to operate the Software, such as magnetic tape cards, optical disks, disk packs, paper, and similar items, and such items are not provided free of charge by Contractor hereunder.

## 9.0 County Obligations

- 9.1 County may designate up to five (5) persons by whom requests by County for Support Services may be made ("Support Team"). Contractor shall not be required to accept calls or requests from anyone other than a designated contact person. County may change its designated contact person, or request that additional people be made contact persons, at any time upon notice to Contractor.
- 9.2 County shall implement and follow the reasonable written instructions of Contractor regarding operation of the Software.
- 9.3 County shall maintain a Computer System that shall be housed with site conditions that conform to common industry standards for all computer systems and/or media devices. County shall, at its own expense, install and periodically update a computer virus program to protect its Computer System from computer viruses that may, from time to time, be transmitted or downloaded. Contractor expressly disclaims any liability for loss or damage caused by any computer virus on County's Computer System, except those which may prove to be attributed to Contractor's software or activities.
- 9.4 County shall, at its own expense, protect the security of its Computer System and adopt policies and practices needed to prohibit unauthorized access to the Computer System. Contractor shall not be responsible for any security breach and expressly disclaims any liability for loss or damage caused by the unauthorized access to County's Computer System other than that which is caused by an employee of Contractor. Contractor shall ensure that the Hosting Services Agreement includes provisions ensuring security of the Software and Data.
- 9.5 **Software Administration.** County, as a general matter, shall perform all tasks associated with the administration of the Software, other than those that are assigned to Contractor, including without limitation, adding, modifying, removing and otherwise maintaining users, templates, lookups, and logons and passwords,
- 9.6 **Communications Equipment.** County shall, at its sole expense, install and maintain communications equipment that will permit County to have high speed internet access to the Software. County acknowledges that maintenance of the appropriate communications equipment is a condition precedent to Contractor's provision of use for the Software.

## 10.0 Compliance Updates

Where applicable, Contractor shall exercise due diligence in accordance with the highest professional standards and provide County, in a timely manner, with Compliance Updates. Contractor agrees to monitor changes in the applicable California laws and regulations to help the County maintain the system compliance. The County agrees to promptly notify Contractor when it becomes aware of any applicable change in the laws or regulations which the Software is designed to support. Contractor will provide up to 1000 hours of technical effort per calendar year in furtherance of legislative compliance updates. Any hours over 1000 that are required to meet a compliance update effort by Contractor shall be spread on an equitable basis across Contractor's affected client base on a time and materials basis.

## 11.0 Service Level Agreement

- 11.1 Contractor will maintain a website accessible by County, which contains information concerning the Software and Support Services.
- 11.2 Contractor will respond to County requests for software support services regarding the licensed software in accordance with the procedures identified below. In each case, County may describe and submit notice of the support need by telephone, facsimile or electronic mail.



- 11.3 All Contractor staff assigned to provide services to County will be appropriately qualified by education, training and experience to deliver those services, and will be familiar with the functional capabilities of the Software.
- 11.4 Telephone Support includes: (i) remote diagnostics; (ii) service desk and dispatch; (iii) question and answer consulting; and (iv) non-chargeable user error remedies. Contractor shall provide a toll-free maintenance telephone number. Remote diagnostics equipment that is required at County's location for remote support is to be obtained by County.
- 11.5 Contractor shall provide County with telephone support services for Software from 8:00 a.m. to 5:00 p.m. Pacific Time, Monday through Friday, excluding County-recognized holidays.

11.6 Response Policy

Contractor shall respond to any Errors reported by County based on the priority code assigned to each such Error. County shall identify the priority code when it initially reports the Error to Contractor. Contractor may, in its reasonable discretion, re-classify the Error after its initial investigation. In the event Contractor does not meet the service level response for the Error as described in the table below, the County may request to escalate the Error to a higher priority code, which request the Contractor shall not unreasonably deny.

**<Insert table illustrating negotiated Service Level Agreement, with definitions and response standards for each priority code.>**

11.7 Remedies

In the event Contractor fails to meet the service level standards described herein, County may, without penalty, withhold payment for maintenance and support fees until said standards are met.

**12.0 Right to Modify or Cancel Support**

- 12.1 County may choose to cancel software maintenance and support at the next renewal date upon thirty (30) calendar days' notice to Contractor.
- 12.2 County may delete a subset of licenses that are no longer in use from software maintenance and support at the agreement next renewal date upon thirty (30) days' notice to Contractor.
- 12.3 County may resume software maintenance and support for lapsed periods by paying Contractor an amount no greater than the support fee that would have been due if maintenance and support had been continued over the lapsed period. Upon payment of such fees for lapsed periods, Contractor agrees to provide County with right to any software upgrades released during that period.
- 12.4 The parties agree that County may request additional services not covered under this Contract by delivering to Contractor a Change Order request. Services to be provided pursuant to a Change Order may include, without limitation, services related to: (i) additional Training; (ii) programming, configuration and data migration or repair; (iii) research, development and business analysis related to the estimates and bidding for Customizations and Enhancements. Contractor shall provide County with a written response to the Change Order request which describes in general the work requested, an estimate of the time required to perform such services, and a schedule of the fees related thereto. For clarity, the scope and nature of a requested Change Order may require the development of specific requirements and an analysis of the impact on the Software and reports in order to provide detailed estimate for the requested work. The County understands and acknowledges that Contractor shall not undertake detailed specification development or estimate preparation until a signed Change Order

authorizing such work is signed by County. The County shall be charged at the rates set forth in Exhibit D for the development of requirements by Contractor. All work detailed in a Change Order will be performed on a time and materials basis at the rates set forth in Exhibit D, unless specified otherwise in the Change Order. Any impact on the Software License Fee will also be reflected in the Change Order.

**Exhibit D – Schedule of Charges and Payments**

**1.0 License Fees**

<Insert description of License Fees

**2.0 Implementation Costs**

<Insert description of Implementation Costs>

**3.0 Maintenance and Support Fees**

The maintenance and support fees for the Licensed Software are as follows;

Year One	\$
Year Two	\$
Year Three	\$
Year Four	\$
Year Five	\$

The annual Maintenance and Support fee for Year One is included in the Total Project Charges and will be paid in accordance with the payment scheduled described in Section 6.1 of this Schedule E. Fees for subsequent years are due on the anniversary date the date of Final Acceptance.

**4.0 Payments**

**4.1 <Insert payment schedule based on schedule of deliverables>**

4.2 The contractual amounts described in this Schedule to be paid to Contractor constitute the entire compensation due Contractor and all of Contractor's obligations regardless of the difficulty, materials or equipment required. The contractual amount includes fees, licenses, overhead, profit and all other direct and indirect costs incurred or to be incurred by Contractor.

4.3 Any cost adjustments to the Contract must be agreed upon by the parties by amending this Contract. No claim for additional services, not specifically provided herein, will be allowed by County except to the extent provided by a valid amendment to this Contract through the Change Request process.

4.4 Payment will be made by County upon receipt by County of invoices from Contractor. County will be allowed thirty (30) days to process each payment.

4.5 The payment of an invoice by County will not prejudice County's right to object to or question that or any other invoice or matter in relation thereto. Contractor's invoice will be subject to reduction for amounts included in any invoice or payment made which are determined by County, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute allowable costs. Any payment will be reduced for overpayments, or increased for underpayments on subsequent invoices.

4.6 County reserves the right to deduct from amounts that are or will become due and payable to Contractor under this, or any contract between the parties, any amounts that are or will become due and payable to County by Contractor.

4.7 Reimbursement for Contractor staff travel and travel related costs associated with on-site work done in performance of this Contract will be paid at the GSA Standard rate. Meals will be reimbursed on a per diem basis at the current GSA rate. Contractor will make every reasonable attempt to book air travel in advance to reduce costs. Payment for any travel

costs that exceed the travel budget as agreed upon by the parties must be approved by County's Project Manager.

**5.0 Taxes**

The fees set forth in this Contract do not include any amounts for taxes. Sales, use or excise taxes, to the extent they apply, are the sole responsibility of County. Contractor will not submit an invoice nor will Contractor collect such taxes from the County.

**6.0 Payment Terms**

All payments are due net 30 Days following County's receipt of an accurate invoice.

**EXHIBIT E – CITY MODEL CONTRACT**

**AGREEMENT BETWEEN SUSANVILLE CITY  
AND  
CONTRACTOR**

**A. GENERAL PROVISIONS**

**A.1.** This is a contract between the City of Susanville (hereafter referred to as City or the City), a political subdivision of the State of California and \* (hereafter referred to as Contractor or the Contractor). Together City and Contractor may be referred to as the Parties or Parties. This contract is effective as of the date the last party signs this contract.

A.1.1. Contractor agrees to perform the services described in Attachment A.

A.1.2. Contractor agrees to provide the goods described in Attachment A.

A.1.3. Contractor agrees to finish providing the goods and services described in Attachment A no later than \*, 2019.

A.1.4. Contractor agrees to provide the goods and services described in Attachment A for the price of \$\*.

**A.2. INDEPENDENT CONTRACTOR.** For all purposes arising out of this Agreement, Contractor is an independent contractor. Contractor and each and every employee, agent, servant, partner, and shareholder of Contractor (collectively referred to as Contractor) shall not be, for any purpose of this Agreement, an employee of City. Furthermore, this Agreement shall not under any circumstance be construed or considered to be a joint powers agreement as described in California Government Code sections 6000, et seq., or otherwise. As an independent contractor, the following shall apply:

A.2.1 Contractor shall determine the method, details and means of performing the services to be provided by Contractor as described in this Agreement.

A.2.2 Contractor shall be responsible to City only for the requirements and results specified by this Agreement and, except as specifically provided in this Agreement, shall not be subject to City's control with respect to the physical actions or activities of Contractor in fulfilling the requirements of this Agreement.

A.2.3 Contractor shall be responsible for Contractor's own operating costs and expenses, property and income taxes, workers' compensation insurance and any other costs and expenses in connection with performance of services under this Agreement.

A.2.4 Contractor is not, and shall not be, entitled to receive from or through City, and City shall not provide or be obligated to provide the Contractor with workers' compensation coverage, unemployment insurance coverage or any other type of employee or worker insurance or benefit coverage required or provided by any Federal, State or local law or regulation for, or normally afforded to, any employee of City.

A.2.5 Contractor shall not be entitled to have City withhold or pay, and City shall not withhold or pay, on behalf of the Contractor any tax or money relating to the Social Security Old Age Pension Program, Social Security Disability Program or any other type of pension, annuity or disability program required or provided by any Federal, State or local law or regulation for, or normally afforded to an employee of City.

A.2.6 Contractor shall not be entitled to participate in, or receive any benefit from, or make any

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\_\_\_\_\_ City Initials

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claim against any City fringe benefit program including, but not limited to, City's pension plan, medical and health care plan, dental plan, life insurance plan, or other type of benefit program, plan or coverage designated for, provided to, or offered to City's employees.

A.2 .7 City shall not withhold or pay on behalf of Contractor any Federal, State or local tax including, but not limited to, any personal income tax owed by Contractor.

A.2 .8. Contractor is, and at all times during the term of this Agreement shall represent and conduct itself as, an independent contractor and not as an employee of City.

A.2.9 Contractor shall not have the authority, express or implied, to act on behalf of, bind or obligate the City in any way without the written consent of the City.

**A.3 LICENSES, PERMITS, ETC.** Contractor represents and warrants to City that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for Contractor to practice its profession. Contractor must, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Contractor to practice its profession at the time the services are performed.

**A.4 CHANGE IN STATUTES OR REGULATIONS.** If there is a change of statutes or regulations applicable to the subject matter of this Agreement, the Parties agree to be governed by the new provisions, unless either party gives notice to terminate pursuant to the terms of this Agreement.

**A.5 TIME.** Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of Contractor's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

**A.6 INSURANCE.**

A.6.1 Prior to rendering services provided by the terms and conditions of this Agreement, Contractor must acquire and maintain during the term of this Agreement insurance coverage (hereinafter referred to as the insurance or insurance) through and with an insurer acceptable to City. The insurance shall contain the following coverages:

A.6.1.1 Comprehensive general liability insurance including comprehensive public liability insurance with minimum coverage of One Million Dollars (\$1,000,000) per occurrence and with not less than One Million Dollars (\$1,000,000) aggregate; Contractor must insure both City and Contractor against any liability arising under or related to this Agreement.

A.6.1.2 Comprehensive automobile liability insurance with minimum coverage of Five Hundred Thousand Dollars (\$500,000) per occurrence and with not less than Five Hundred Thousand Dollars (\$500,000) on reserve in the aggregate, with combined single limit including owned, non-owned and hired vehicles.

A.6.1.3 Workers' Compensation Insurance coverage for all of Contractor's employees and other persons for whom Contractor is responsible to provide such insurance coverage, as provided by Division 4 and 4.5 of the California Labor Code.

A.6.2 The limits of insurance herein shall not limit the liability of the Contractor hereunder.

A.6.3 In respect to any insurance herein, if the aggregate limit available becomes less than that

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\_\_\_\_ City Initials

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Contractor Initials \_\_\_\_\_

required above, other excess insurance must be acquired and maintained immediately. For the purpose of any insurance term of this Agreement, "aggregate limit available" is defined as the total policy limits available for all claims made during the policy period.

A.6.4 Contractor's insurance must name the City and City's officers, employees, agents and independent contractors as additional insureds and must include an endorsement that no cancellation or material change adversely affecting any coverage provided by the insurance may be made until twenty (20) days after written notice is delivered to City.

A.6.5 The insurance policy forms, endorsements and insurer(s) issuing the insurance must be satisfactory to City at its sole and absolute discretion. The amount of any deductible payable by the insured shall be subject to the prior approval of the City. City, as a condition of approval, may require proof of the adequacy of Contractor's financial resources.

A.6.6 Prior to Contractor rendering services provided by this Agreement, and immediately upon acquiring additional insurance, Contractor must deliver a certificate of insurance describing the insurance coverages and endorsements to:

Kevin Jones, City of Susanville Police Chief  
1801 Main Street  
Susanville, CA 96130

Upon City's request, Contractor must deliver certified copies of any insurance policies to City.

A.6.7 Contractor must not render services under the terms and conditions of this Agreement unless each type of insurance coverage and endorsement is in effect and Contractor has delivered the certificate(s) of insurance to City as previously described. If Contractor fails to procure and maintain said insurance, City may, but shall not be required to, procure and maintain the same, and the premiums of such insurance must be paid by Contractor to City upon demand. The policies of insurance provided herein, which must be provided by Contractor, must be for a period of not less than one year. Twenty (20) days before to the expiration of any policy of insurance, Contractor must deliver to City a renewal or new policy to take the place of the policy expiring.

A.6.8 City has the right to request further coverages and/or endorsements on the insurance as City deems necessary, at Contractor's expense. The amounts, insurance policy forms, endorsements and insurer(s) issuing the insurance must be satisfactory to City in its sole and absolute discretion.

A.6.9 Any subcontractor(s), independent contractor(s) or any type of agent(s) performing or hired to perform any term or condition of this Agreement on behalf of Contractor, as may be allowed by this Agreement (hereinafter referred to as the Secondary Parties or the Secondary Parties), must comply with each term and condition of the section of this Agreement entitled Insurance. Furthermore, Contractor must be responsible for the Secondary Parties' acts and satisfactory performance of the terms and conditions of this Agreement.

## **A.7 INDEMNITY.**

City shall not be liable for, and Contractor shall defend and indemnify City and its officers, agents, employees and volunteers (collectively City Parties or the City Parties), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as Claims), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act,

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error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, claims caused by the concurrent negligent act, error or omission, of City Parties. However, Contractor shall have no obligation to defend or indemnify City Parties against claims caused by the active negligence, sole negligence or willful misconduct of City Parties.

**A.8 CONTRACTOR NOT AGENT.** Except as City may specify in writing, Contractor has no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor has no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

**A.9 ASSIGNMENT PROHIBITED.** Contractor must not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement is void and of no legal effect.

**A.10 PERSONNEL.** Contractor must assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion at any time during the term of this Agreement, desires the removal of any person or persons assigned by Contractor to perform services pursuant to this Agreement, Contractor must remove any person immediately upon receiving written notice from City of City's desire for removal of such person or persons.

**A.11 STANDARD OF PERFORMANCE.** Contractor must perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged. All products of whatever nature Contractor delivers to City pursuant to this Agreement must be prepared in a first class and workmanlike manner and must conform to the standards of quality normally observed by a person practicing in Contractor's profession.

**A.12 POSSESSORY INTEREST.** The parties to this Agreement recognize that certain rights to property may create a "possessory interest", as those words are used in the California Revenue and Taxation Code section 107. For all purposes of compliance by City with Section 107.6 of the California Revenue and Taxation Code, this recital shall be deemed full compliance by the City. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the Lassen County Assessor and the contracting parties hereto. A taxable possessory interest may be created by this, if created, and the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.

**A.13 TAXES.** Contractor hereby grants to the City the authority to deduct from any payments to Contractor any State, Federal or County imposed taxes, fines, penalties and related charges which are delinquent at the time such payments under this Agreement are due to Contractor.

**A.14 TERMINATION.**

D.14.1 City has the right to terminate this Agreement at any time by giving notice in writing of such termination to Contractor. In the event City gives notice of termination, Contractor must immediately cease rendering service upon receipt of such written notice and the following shall apply:

A.14.1.1 Contractor must deliver to City copies of all writings prepared by Contractor pursuant this agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photocopying, photographing computer storage medium (tapes, disks, diskettes, etc.) and every other means of recording upon any tangible thing, and form of communication or representation, including letters, pictures, sounds, or symbols, or combinations thereof.

A.14.1.2 City must pay Contractor the reasonable value of services rendered by Contractor to the date of termination pursuant to this Agreement not to exceed the amount documented by

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Contractor Initials \_\_\_\_\_



Contractor and approved by City as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed, **DOLLAR AMOUNT HERE (\$)**. Further provided, however, City shall not in any manner be liable for lost profits which might have been made by Contractor had Contractor completed the services required by this Agreement. In this regard, Contractor must furnish to City such financial information as in the judgment of the City is necessary to determine the reasonable value of the services rendered by Contractor. In the event of a dispute as to the reasonable value of the services rendered by Contractor, the decision of the city shall be final. The foregoing is cumulative and does not affect any right or remedy which City may have in law or equity.

A.14.2 Contractor may terminate its services under this Agreement upon thirty (30) days written notice to the City, without liability for damages, if Contractor is not compensated according to the provisions of this Agreement or upon any other material breach of this Agreement by City, provided that Contractor has first provided City with a written notice of any alleged breach, specifying the nature of the alleged breach and providing not less than fourteen (14) days within which City may cure the alleged breach.

**A.15 OWNERSHIP OF INFORMATION.** All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become and/or remain the property of City, and Contractor agrees to deliver reproducible copies of such documents to City on completion of the services hereunder. Contractor agrees to indemnify and hold City harmless from any claim arising out of reuse of the information for other than this project.

**A.16 WAIVER.** A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

**A.17 COMPLETENESS OF INSTRUMENT.** This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made, express or implied.

**A.18 SUPERSEDES PRIOR AGREEMENTS.** It is the intention of the Parties that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the Parties hereto.

**A.19 ATTORNEY'S FEES.** If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, which may be set by the Court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled.

**A.20 MINOR AUDITOR REVISION.** In the event the City of Susanville's Finance Department finds a mathematical discrepancy between the terms of the Agreement and actual invoices or payments, provided that such discrepancy does not exceed one percent (1%) of the Agreement amount, the Finance Department may make the adjustment in any payment or payments without requiring an amendment to this Agreement to provide for such adjustment. Should City or Contractor disagree with such adjustment, they reserve the right to contest such adjustment and/or to request corrective amendment.

**A.21 CAPTIONS.** The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction

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or meaning of the provisions of this Agreement.

**A.22 DEFINITIONS.** Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

**A.22.1 Number and Gender.** In this Agreement, the neuter gender includes the feminine and masculine, the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

**A.22.2 Mandatory and Permissive.** "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

**A.23 TERM INCLUDES EXTENSIONS.** All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

**A.24 SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

**A.25 MODIFICATION.** No modification or waiver of any provisions of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

**A.26 COUNTERPARTS.** This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

**A.27 OTHER DOCUMENTS.** The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

**A.28 PARTIAL INVALIDITY.** If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**A.29 VENUE.** It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in Lassen County, State of California.

**A.30 CONTROLLING LAW.** The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

**A.31 CALIFORNIA TORT CLAIMS ACT.** Notwithstanding any term or condition of the Agreement, the provisions, and related provisions, of the California Tort Claims Act, Division 3.6 of the Government Code, are not waived by City and shall apply to any claim against City arising out of any acts or conduct under the terms and conditions of this Agreement.

**A.32 TIME IS OF THE ESSENCE.** Time is of the essence of this Agreement and each covenant and term herein.

**A.33 AUTHORITY.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s),

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estate(s) or firm(s). The Parties are in full compliance with all formal requirements necessary or required by any State and/or Federal law in order to enter into this Agreement. Further, by entering into this Agreement, neither Party shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

**A.34 CORPORATE AUTHORITY.** If Contractor is a corporation or public agency, each individual executing this Agreement on behalf of said corporation or public agency represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said corporation, in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the bylaws of said corporation or Board, Commission or Council of said public agency, and that this Agreement is binding upon said corporation or public entity in accordance with its terms. If Contractor is a corporation, Contractor shall, within thirty (30) days after execution of this Agreement, deliver to City a certified copy of a resolution of the Board of Directors of said corporation authorizing or ratifying the execution of this Agreement.

**A.35 CONFLICT OF INTEREST.**

**A.35.1 Legal Compliance.** Contractor agrees at all times in performance of this Agreement to comply with the law of the State of California regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the California Government Code, commencing with Section 1090 and Chapter 7 of Title 9 of said Code, commencing with Section 87100, including regulations promulgated by the California Fair Political Practices Commission.

**A.35.2 Advisement.** Contractor agrees that if any facts come to its attention which raise any questions as to the applicability of this law, it will immediately inform the City designated representative and provide all information needed for resolution of the question.

**A.35.3 Admonition.** Without limitation of the covenants in subparagraphs A.35.1 and A.35.2, Contractor is admonished hereby as follows:

The statutes, regulations and laws referenced in this provision A.35 include, but are not limited to, a prohibition against any public officer, including Contractor for this purpose, from making any decision on behalf of City in which such officer has a direct or indirect financial interest. A violation occurs if the public officer influences or participates in any City decision which has the potential to confer any pecuniary benefit on Contractor or any business firm in which Contractor has an interest of any type, with certain narrow exceptions.

**A.36 NONDISCRIMINATION.** During the performance of this Agreement, Contractor shall not unlawfully discriminate against any employee of the Contractor or of the City or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex. Contractor shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code Section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulation issued pursuant to said Act. Contractor shall give written notice of its obligations under this clause to employee, agent, subcontractor or entity working with or for Contractor. Contractor shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

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**A.37 JOINT AND SEVERAL LIABILITY.** If any party consists of more than one person or entity, the liability of each person or entity signing this Agreement shall be joint and several.

**A.38 TAXPAYER I.D. NUMBER.** The City shall not disburse any payments to Contractor pursuant to this Agreement until Contractor supplies Contractor's Taxpayer Identification Number or Social Security Number to City by providing City with a completed IRS Form W-9.

**A.39 No Third Party Beneficiary.** This Agreement is made solely and specifically among and for the benefit of the parties to it, and their respective successors and assigns, subject to the express provisions of the agreement relating to successors and assigns, and no other person has or will have any rights, interest, or claims under this Agreement as a third-party beneficiary or otherwise.

**A.40 NOTICES.** All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage fully prepaid, and addressed to the party so to be served as follows:

If to "City":

Kevin Jones, Chief  
Susanville City Police Department  
1415 Sheriff Cady Lane  
Susanville, CA 96130

If to "Contractor":

\*Name  
Address

It is so agreed.

Date: \_\_\_\_\_

\_\_\_\_\_  
Kevin Stafford, Mayor for City of Susanville

Date: \_\_\_\_\_

\_\_\_\_\_  
\*, Contractor

**END OF ATTACHMENT E – CITY MODEL CONTRACT.**

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*ATTACHMENT A TO CITY MODEL CONTRACT*

1. Contractor will provide the following goods and services to the City of Susanville.
  - a. \*

**END ATTACHMENT A TO CITY MODEL CONTRACT**

# Attachment A - Requirements

**E** = Existing Requirement will be met by proposed existing software and/or hardware that is installed and operational and can be demonstrated.  
**M** = Minor Modification Requirement will be met by proposed minor modifications to the existing software and/or hardware or use of software tools.  
**U** = Under Development Requirement will be met by proposed software that is currently under development, in Beta test, or not yet released.  
**T** = Third Party Solution Requirement will be met by existing third party software and/or hardware.  
**N** = Not Available Requirement cannot be provided

Category	#	Capabilities	Vendor Response	Comments
General	1	Provide for an infrastructure solution with minimum of 99.9% uptime with high availability		
General	2	Seamless data integration with all data accessible in all modules of system to include interfaces with XJail, FileOnQ, Saadian and Attn General's Open Justice		
General	3	Custom interfaces. Ability to design own to push or obtain data.		
General	4	CLETS Interface for double check and validation audit. Automatic monthly reporting of double check reports.		
General	5	Full compliance with all applicable CJS/NCIC and California DOJ data security and data transmission regulations and mandates for hard-lined servers/workstations and mobile computers over commercial cellular networks		
General	6	Support transaction entry from command line, function keys and GUI		
General	7	All systems must be able to use standard shape files natively		
General	8	The system must have the ability to be multi-jurisdictional, allowing multiple agencies to enter information into the system and both segregate and combine their data at will		
General	9	The vendor must have a proven track record for timely installation and implementation of the proposed system		
General	10	Vendor must provide a Data Dictionary of all data files, with descriptive details on the relationships of the various data files accessed by the systems		
General	11	Vendor must provide a copy of all installation media		
General	12	Standard Windows type functionality shall be available for all applications (e.g., dialog boxes, point-and-click, and drag-and-drop).		
General	13	Standard Relational Data Base		
General	14	MS Windows Server (2012 or newer) based systems		
General	15	Mobile software with support for multiple platforms – Windows, Android, iOS, LINUX		
General	16	Ability to produce required/mandated forms (example: current BC Jail Property Booking Form) for all current forms and the ability to create other forms in the future should a need arise at the County or State level		
General	17	Next Generation 911 features, especially built-in two-way SMS and MMS functionality (messages, photos, and videos) and ability to attach files to CAD events and RMS		
General	18	All modules must have a "back" button allowing movement to the previous screen		
General	19	Ability to capture AMI/ALI information that can be associated with any CAD event or used to create a CAD event.		
CAD	20	Manages the generation of unique control numbers for tracking calls for service, reporting incidents etc., including number format, manual generation of numbers		
CAD	21	Manages CAD and RMS interactions, such as CAD to RMS data transfers		
CAD	22	Generates multiple case numbers for a single event		
CAD	23	Check box for Coroner Case (to RMS) vs. Coroner Reportable Only		
CAD	24	Displays event, unit, and wireless call locations on an integrated mapping component		
CAD	25	Ability to "stack" calls for service or "batch dispatch" (send multiple calls for service to field units for handling at will)		

# Attachment A - Requirements

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Category	#	Capabilities	Vendor Response	Comments
CAD	26	Displays premise history/information (gate codes, warnings, prior contacts, etc.)		
CAD	27	Displays prior event information for calls for service at same location		
CAD	28	Provides for operator-controlled window sizing and sorting, with dynamic font sizing, in both display and entry windows and saves screen presentation profiles by individual		
CAD	29	A Common Locations File which allows operators to enter a specific business or location name that verifies against the Geofile and displays the address and place name		
CAD	30	Ability to view officer queries (names checks, CLETS, license plates) from unit history or call history		
CAD	31	Ability for Dispatch to run a NCIC query for an officer and the return includes the officer unit number requesting the query		
CAD	32	Ability to perform reply, delete, forward, include, print and summary actions upon receipt of a CAD message (i.e., warrant information, CLETS returns, etc.)		
CAD	33	Redacts CLETS information from call history		
CAD	34	Alerts warning display and audible warning		
CAD	35	Point-to-Point messaging with no character limitation		
CAD	36	Parallel training system, on a separate system		
CAD	37	Ability to hold calls for a specific unit		
CAD	38	Ability to also query local records (RMS) when running a person for a warrant check		
CAD	39	The CAD system shall capture non-incident and incident related unit history in a unit history file.		
CAD	40	The CAD priority to be set based on type/priority codes with user ability to modify		
CAD	41	The CAD shall provide an ability to quickly manage duty roster and shift changes of a single unit, including on or off duty, area of coverage, personnel assigned, and whether recommended for dispatch		
CAD	42	The CAD system shall include an Automatic Vehicle Location (AVL) Component.		
CAD	43	Robust standard reports in CAD		
CAD	44	Ability to manage towing services		
CAD	45	System has a tool to identify non-geoverified addresses		
CAD	46	Ability to see all logged-on personnel GPS location (constant refresh)		
CAD	47	Immediate plotting/display of E-911 information		
CAD	48	Immediate plotting of E911 cell-phone GPS information		
CAD	49	Play-back of historical AVL unit history		
CAD	50	Specific unit tracking / map centering (pursuit mode)		
CAD	51	Closest unit recommendation from CAD incident		
CAD	52	AVL/mapping includes multiple layers including parcel data and satellite image		
CAD	53	Ability to view fleet on maps with drill-down for unit details		

## Attachment A - Requirements

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Category	#	Capabilities	Vendor Response	Comments
CAD	54	Mobile Device with GPS support		
CAD	55	Drill-down on unit icon for specific unit information/call information		
CAD	56	Color-coded icons to represent unit status		
CAD	57	Automatic call-routing (current GPS location to CAD call destination)		
CAD	58	Dispatch enabled / call-specific SMS messaging for significant incidents (real-time). Intended for specific workgroups (e.g. command staff, investigations, SWAT, etc...)		
CAD	59	Send call for service via email if desired (user input - ad-hoc or distribution lists)		
CAD	60	Pre-designation of specific type of incidents (e.g. 187, fatalities, etc...)		
CAD	61	Tracking of calls generated by CAD (false alarms)		
CAD	62	Automatic courtesy letter for incomplete 911 false alarms		
CAD	63	CAD/CLETS interface with the ability to tag CLETS responses to the history of CAD calls.		
CAD	64	Ability to display past calls from a particular area.		
CAD	65	Ability to use keyboard and F keys for commands as well as a mouse.		
CAD	66	Ability to alert (visual and audible) the dispatcher when they have run a subject thru CLETS that is wanted and prioritize that hit so it presents itself first.		
CAD	67	Alerts to dispatchers to newly entered comments		
CAD	68	The ability to access booking photos via CAD and send them to Mobile Devices or attach them to calls.		
CAD	69	Ability to automatically prompt for potential duplicate calls based on location and proximity		
CAD	70	Ability to allow searches via wildcard, diminutive match, meta-phone match, Soundex match, and string match		
Mobile	71	Closed-call capable with disposition code and comments section		
Mobile	72	License plate DMV registration/hits query (with variety state search capability)		
Mobile	73	Message handling (text and queries) <ul style="list-style-type: none"> <li>o Unit-to-unit messaging</li> <li>o Unit-to-person name messaging</li> <li>o Unit-to-station (specific person/work group) messaging</li> <li>o Unit-to-dispatch messaging</li> <li>o Dispatch-to-unit messaging</li> <li>o Dispatch-to-group/all/specific messaging</li> <li>o Reply-to-last message button</li> <li>o Next/previous message buttons</li> <li>o Save received message</li> <li>o Print received message to station printer</li> <li>o Recall message</li> <li>o History of session messages</li> </ul>		
Mobile	74	Refreshing real-time unit status monitor with unit #, officer name, status, priority, location, timestamp, call activity		



## Attachment A - Requirements

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Category	#	Capabilities	Vendor Response	Comments
Mobile	75	Pending real-time call list monitor with incident #, timestamp, status priority level, area, beat, type of call, nature, and location		
Mobile	76	Priority 1 incoming call/pending alarm (selective ON/OFF option)		
Mobile	77	CAD incident recall feature (by incident and/or DR #)		
Mobile	78	Get Call feature by assigned unit number		
Mobile	79	Add comments feature to currently assigned call		
Mobile	80	Status Change buttons (customizable)		
Mobile	81	<ul style="list-style-type: none"> <li>• Required queries: <ul style="list-style-type: none"> <li>o R - Name search (RMS - Registrants, NCIC, MUPS, etc...) one-time search = hit all DBs with responses in one-time search.</li> <li>o Address search (CAD/RMS)</li> <li>o Business name</li> <li>o Driver's License number &amp; specific state</li> <li>o Events (Case #, Fls, Cite #, AR #)</li> <li>o Gun serial number (AFS)</li> <li>o Vehicle registration (bv name or address or VIN)</li> </ul> </li> </ul>		
Mobile	82	<ul style="list-style-type: none"> <li>Optional queries: <ul style="list-style-type: none"> <li>o Parole LEADS</li> <li>o Cal-Photo search</li> </ul> </li> </ul>		
Mobile	83	Full compliance with all applicable CJS/NCIC and California DOJ data security and data transmission regulations and mandates for mobile computers over commercial cellular networks		
Mobile	84	Transmit all call-information data displayed in CAD		
Mobile	85	User friendly full night mapping functionality		
Mobile	86	Ability for Mobile officers to see all CAD holding calls		
Mobile	87	Ability for Mobile officers to query RMS system based on name, DL number or date of birth		
Mobile	88	Ability for Mobile officers to query CAD based on name, DL number or date of birth		
Mobile	89	Ability to configure self-initiated calls for service (turn off or on)		
Mobile	90	Ability to log into system with assigned equipment, ride-along info., special detail info., radio number, unit number, pac-set number, additional notes. etc...		
Mobile	91	Query to CLETS/RMS (warrants, veh. Reg. stolen vehicles, stolen property, DMV, license plates, criminal history, weapons, etc...)		
Mobile	92	Query to Cal-Photo		
Mobile	93	Ability to send and receive images from dispatch to Mobile		
Mobile	94	Ability to view location pre-plans, floor plans, active shooter pre-plans, etc...		
Mobile	95	Ability to automatically query data sharing initiative feeds		
Mobile	96	CAD address call routing via AVL mapping (routing to call) with driving directions		
Mobile	97	AVL Address search and plotting with routing with driving directions		

## Attachment A - Requirements

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Category	#	Capabilities	Vendor Response	Comments
Mobile	98	AVL Toolbar with zoom, pan, full screen, map layering, etc...		
Mobile	99	Customizable one-touch status button		
Mobile	100	Creation of Field Interview cards, citations, photo capture		
Mobile	101	Full compliance with all applicable CJIS/NCIC and California DOJ data security and data transmission regulations and mandates for hard-lined servers/workstations and mobile devices over commercial cellular networks		
Mobile	102	CLETS/NLETS/NCIC/CSAR capable		
Mobile	103	RMS searching		
Mobile	104	CAD Searching		
Mobile	105	Mobile Device Management (MDM) capable		
Mobile	106	All department forms filling with standard features (e.g. spell check, font/bold/italicize, underline, cut/paste, etc...) Option for NO auto word correction		
Mobile	107	Auto-populate same-field entries across forms		
Mobile	108	Ability for names and matching DOB entered that exist in RMS to prompt user to "Use Existing Name" and make updates to record, if required.		
Mobile	109	Workflow with supervisor approval/corrections kick-back and report holding		
Mobile	110	Notifications when reports are holding or due for corrections		
Mobile	111	Forms remain active when connectivity is lost		
Mobile	112	Ability to view incomplete and denied reports and deny notes by different employees.		
Mobile	113	Strong word-processing functionality in the narrative field (similar to MS Word)		
Mobile	114	Rich Text Format for all report writing		
Online Reporting	115	Ability for the public to file incident reports online via a web portal & completes a patrol requests. Ability for public to add supplemental information, complete certain on-line forms.		
Online Reporting	116	Ability for public to upload photos, trail cams, etc.		
Online Reporting	117	Work-flow of the report to a supervisor for approval and ability to kick-back for corrections/additions to citizen		
Online Reporting	118	Initiation of case number on citizen completion with a unique report numbering series		
Online Reporting	119	Ability to post agency specific forms. Ability for public to file reports.		
RMS	120	Ability to add alerts and/or critical notifications to names and addresses		
RMS	121	Public Logs-searchable on-line		
RMS	122	Automatic submission of stolen property to Stolen Property System		
RMS	123	Ability to push Coroner Report to the Electronic Death Registration System (EDRS)		
RMS	124	Ability to auto redact certain information for Public Records Releases		
RMS	125	Ability to track reports released to various entities		
RMS	126	Ability to allow wildcard searches		
RMS	127	Location specific patrol check information		

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Category	#	Capabilities	Vendor Response	Comments
RMS	128	Officer initiated data entry (patrol checks) with date/time stamping		
RMS	129	Creation of daily briefing logs with date/time, shift, Watch Commander, duty roster, unit/beat assignments, briefing training, significant call notes, and additional information		
RMS	130	Archive and retrieval of daily logs.		
RMS	131	Ability to control and change archive settings.		
RMS	132	Distribution of Daily Roster/Logs via email to workgroups (e.g. dispatch, department)		
RMS	133	Ability to see and print CAD Calls for Service within RMS		
RMS	134	LiveScan Fingerprint interface automatically populate Livescan Device with biographical and arrest data.		
RMS	135	Ability to capture all data, and perform all edits required for CA UCR reporting and make UCR/NIBRS related fields a mandatory requirement for report entry		
RMS	136	Ability to create and track Use of Force forms both internally and ability to push Use of Force forms to state DOJ.		
RMS	137	Ability to generate supplement numbers for subordinate related documents under an incident control number		
RMS	138	System to provide a mechanism to expunge (completely remove from system) criminal history information and sealed reports.		
RMS	139	System provides a Link Analysis to connect all related records		
RMS	140	System shall provide a master names, vehicle and property index used for all names, vehicles or property entered into the system. These indexes must be used by all systems (CAD, RMS, Mobile, JMS, Property and Evidence, Employee)		
RMS	141	System must have soundex and phonetic search capabilities for RMS records		
RMS	142	System has a tool to run to identify duplicate master records (e.g. names, vehicles)		
RMS	143	Strong word-processing functionality in the narrative field (similar to MS Word). All department forms filling with standard features (e.g. spell check, font/bold/italicize, underline, cut/paste, etc...) Option for NO auto word correction		
RMS	144	Free-form fields in each document section for comments, additional info, notes, and/or details that is searchable		
RMS	145	Auto-populate capability from other modules (CAD, JMS, Property and Evidence, Mobile Devices)		
RMS	146	Ability to scan documents and attach to records via PDF format. Ability to accept e-mail and attach to record.		
RMS	147	Multiple layers of supervisory review and approval (workflow) of documents before finalized		
RMS	148	With permissions, ability for other users to view an Officer's draft report, including any denied records.		
RMS	149	With permissions, ability for other users to print an Officer's draft report		
RMS	150	Audit trail in document showing history of actions (initiated, reopened, modified, printed, approved, unapproved, etc.) including operator/date/time/reason		

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Category	#	Capabilities	Vendor Response	Comments
RMS	151	Ability for department to link forms required for certain case types to prompt personnel to complete all necessary forms.		
RMS	152	Search capability by multiple parameters (date range, report status, officer, crime, report type, vehicle license/description, name, location, property, character string, etc.)		
RMS	153	Coroner Case Types to include a searchable field: Cause of Death		
RMS	154	Integrated email notifications to specified groups or individuals to assign an incident to the investigative detail, send an info cc, etc.		
RMS	155	Track all cases/subpoenas		
RMS	156	Track officer appearance dates/times and initiated subpoenas		
RMS	157	Ability to print original reports and track when reports were distributed (e.g. DA copy)		
RMS	158	System has the ability to run a report to identify duplicate master records auto delete and/or auto-merge records		
RMS	159	Citation data statistical reporting		
RMS	160	DUI data statistical reporting		
Case Mgmt.	161	Ability to assign officers to cases		
Case Mgmt.	162	Ability to set timers on follow-up		
Case Mgmt.	163	Ability to make cases confidential on an ad-hoc basis		
Case Mgmt.	164	Ability to add notes to cases		
Case Mgmt.	165	Ability to create supplemental reports to cases		
Case Mgmt.	166	Ability for investigators not assigned to a case, to view case and case notes		
Case Mgmt.	167	Dashboard style of information (detective caseload totals, clearance rate, specific crime trending/tracking, etc....)		
Case Mgmt.	168	Ability to receive alerts on user defined fields (e.g. an investigator will receive an alert if a specific person or vehicle is entered in the system by patrol)		
Case Mgmt.	169	Victim letter generation on closed cases		
Case Mgmt.	170	Automated email notification on expired timers related to assigned cases		
Case Mgmt.	171	Creation of To-Do/Action-Item lists within case notes		
Case Mgmt.	172	Ability to attach files to case notes		
Case Mgmt.	173	Case disposition tracking		
Case Mgmt.	174	Ability to re-assign case to new detective/case agent		
Case Mgmt.	175	Supervisor-level approvals and case clearance decisions		
Case Mgmt.	176	Casework tip-tracking / lead generation (tip sheets)		
Case Mgmt.	177	Case Relationship Charting and Case number linking.		
Case Mgmt.	178	Case timeline charting		
Case Mgmt.	179	Ability to share and restrict data among agencies via security		
Crime Analysis	180	Calculate trends and patterns with refreshing customizable dashboard		

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Crime Analysis	181	Graph and chart views within dashboard		
Crime Analysis	182	Calculation and display of Crime Index		
Crime Analysis	183	Calculation and display of Case Clearance Rate		
Crime Analysis	184	Canned report crime-type pin mapping (date/time, location, etc.)		
Crime Analysis	185	Hot spotting of clusters		
Crime Analysis	186	User-defined crime-type pin mapping (filtering)		
Crime Analysis	187	Ability to drill down into icon for call details		
Crime Analysis	188	Viewable map layers (user selected)		
Crime Analysis	189	Zoom/Pan and printing		
Crime Analysis	190	Access for public to filter on crime-types, date/time range, area and display data on County map		
Informants	191	Capturing of personal information		
Informants	192	CI number issuance and tracking		
Informants	193	CI updates/notes		
Informants	194	Deconfliction verification (reliability tracker)		
Informants	195	Tracking of CI payments and buy-money/petty cash funds		
Pawn	196	Integration with the state pawn system (maintained by DOJ)		
Pawn	197	Complete pawn slip tracking. Ability to send notification to outside LE agency of pawned items.		
Pawn	198	Chronic pawn alerts and reports		
Registrants	199	Tracking of State mandated registrants (personal info. and photos) - compliancy, risk level, end dates and associated ID's and push data to CSAR after automated staff double check of entry data.		
Registrants	200	Integration with State registrant systems		
Registrants	201	Ability to add alerts and/or critical notifications		
Registrants	202	Out of Compliance Notification		
Reporting	203	Ability to query by name and/or address		
Reporting	204	Ability to produce UCR/ACR/NIBRS/Use of Force reports		
Reporting	205	Year-to-year/year-to-date and monthly comparisons (trend reporting)		
Reporting	206	Create Ad-hoc trend and statistical reports and queries		
Reporting	207	Ability to modify standard reports (headers)		
Reporting	208	Ability to create, save, print and distribute reports		
Reporting	209	User-selected filters for report generation		
Reporting	210	Ability to flag certain types of reports such as Use of Force, Domestic Violence, Confidential Victim, Missing Persons. Auto forward certain case types to certain recipients.		

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Warrants	211	Tracking of agency-assigned warrant with all data from warrant (name, charges, personal identifiers, address, bail amount, etc)		
Warrants	212	Due diligence, service tracking with name & personal identifiers data		
Warrants	213	Integration to upload warrants to State Wanted Persons System (WPS).		
Warrants	214	Ability to comply with state mandated double check for state system entry and provide standard report for system audit.		
Gun Permits	215	Tracking of gun permit applicants and current gun permit holders		
Gun Permits	216	Ability to enter gun permit applicant data to RMS resulting in mandate formatted CCW permit to include an image file.		
Gun Permits	217	Automated email notification on expired timers related to gun permits		
Gun Permits	218	Ability for sytem to automatically search applicant names system-wide for prior contacts.		
Gun Permits	219	Creation of To-Do/Action-Item lists within gun permit applications		
Gun Permits	220	Ability to attach files to gun permit applications		
Gun Permits	221	Ability to set timers on follow-up for gun permit applications		
Gun Permits	222	Ability to receive alerts on user defined fields (e.g. the Records Supervisor will receive an alert if a gun permit holder is entered in the system by patrol)		
Alarm Permits	223	Tracking of alarm permit applicants and current alarm permit holders		
Alarm Permits	224	Fee management - create letters, bills and event info on unpermitted alarms, overdue bills and false alarms		
Alarm Permits	225	Track false alarms with County adopted fee schedules		
Alarm Permits	226	Automated email notification on expired alarm permits with a renewal letter		
Alarm Permits	227	Automatic letter generation on false alarms with fee		
Alarm Permits	228	System Generated permit Number		
General Permits	229	Create and track general permits and licenses for gun dealers, pawn companies, large events, etc		
General Permits	230	Ability to track associated fees and payments on permits and licenses		
Gang	231	Track gang registrants		
Gang	232	Ability to add alerts for Gang members on names in CAD/RMS		
Gang	233	Graffiti management		
<b>OPTIONAL/DESIRED SYSTEM FEATURES</b>				
Armory Mgmt.	234	Tracking of firearms and maintenance issues		
Armory Mgmt.	235	Tracking of officer scores/monthly qualifications		
Armory Mgmt.	236	Automatic system reminders for firearm maintenance		
Armory Mgmt.	237	Chain of custody log for each firearm (transferring ability)		

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Category	#	Capabilities	Vendor Response	Comments
Armory Mgmt.	238	Range-use scheduling (viewable calendar)		
Armory Mgmt.	239	Back-up firearm use and off-duty firearm registration		
Armory Mgmt.	240	Fail-to-Qualify notifications/officer reminder		
Asset Forfeiture	241	Integration with external finance system		
Asset Forfeiture	242	Tracking and document imaging of DAGS		
Asset Forfeiture	243	Auto-calculation of AF percentages		
Asset Mgmt	244	Ability to track assignment, condition, location, history and upkeep of department equipment		
Asset Mgmt	245	Ability to coordinate future/preventative maintenance schedules		
Asset Mgmt	246	Track consumable items (e.g. ammunition, cleaning supplies, etc....)		
Asset Mgmt	247	Track supplier contact info., ordering instructions, order history, supplier fulfillment		
Asset Mgmt	248	Ability to view item's balance, reorder point, full-stock quantity		
Asset Mgmt	249	Ability to produce inventory management reports		
Civil	250	Ability to generate notices, letters and track civil cases.		
Fleet	251	Ability to track fleet, vehicle assignments and maintenance dates		
Fleet	252	Generate monthly fleet maintenance reports and distribute via email		
Fleet	253	Ability to track daily vehicle check-out procedure and reported vehicle damage		
Fleet	254	Ability to document equipment failure and initiate PW repair slip		
K9	255	Track dog, dob, purchase date, assigned to information, retired date		
K9	256	Tracking daily/weekly/monthly training activities		
K9	257	Ability to complete reports from Mobile Devices		
K9	258	Reminder for annual re-certification /POST certification		
K9	259	Track narcotics training aids		
K9	260	Canine Activity reports creation and tracking		
K9	261	Cost summary reporting (food, equipment, medical, training, etc...)		
K9	262	Auto-calculation of officer-hour searches vs. use of canine team		
Personnel	263	Employee master address book/phone list		
Personnel	264	Track detailed employee information to include image file.		
Personnel	265	Track special assignments, promotions		
Personnel	266	Track annual evaluation due-dates (tickler)		