



Request for Proposal (RFP)

County of Santa Barbara
Digital Evidence
Management System

DRAFT VERSION FOR Board of Supervisors

TITLE: Digital Evidence Management System
RFP NUMBER: 2580001
ISSUE DATE: TBD

BUYER

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RFP OPENING

DATE: TBD
TIME: 2 p.m. PST

Replies to this RFP must be submitted via [Public Purchase](#) no later than the date and time indicated above for the RFP Opening. Submittal by mail, fax or e-mail is not acceptable.

NOTE: This RFP does not constitute an order for the goods or services specified.

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A. INTRODUCTION

The aim of this document is to request proposals from qualified vendors so that the County of Santa Barbara (“County”) can identify the most suitable vendor available for the project. The County, through its Purchasing Division, hereby gives notice of the opportunity to submit replies to this request for proposal (“RFP”).

The County is soliciting proposals for a cloud-based Software-as-a-Service (SaaS) commercial off-the-shelf (COTS) integrated **Digital Evidence Management System (DEMS)** and a professional services contractor (Implementer) to implement the DEMS System, train County staff on new software and processes, and support the transition to post-implementation ongoing maintenance and support. The County seeks a DEMS that meets the County’s functional and technical requirements and an Implementer with proven experience implementing DEMS solutions for local governments using innovative project delivery methods, effective risk management techniques, extensive solution knowledge, collaborative communication and engagement, and a “win early, win often” mindset.

The County will consider proposals from single vendors or from multiple vendors working as a team. If the proposer submits a proposal with multiple vendors, the proposer should clearly define the roles and responsibilities of each vendor for both implementation and post-implementation activities. If multiple vendors submit a proposal together, there should be one prime contact that will be responsible for the whole project and for coordinating the work of the other vendors. The County aims to select a winning proposal which may result in one or more contract awards to the software and implementation vendor whose proposal offers the best value to the County to accomplish the County’s project goals and produce high value outcomes.

1. About the County of Santa Barbara

The County’s identity is characterized by our unique geographical combination of beaches, mountains, communities, and farmlands located on the Pacific edge of the United States. The County’s adage of “One County. One Future” represents our virtue of working together towards a shared future. This way of thinking includes our mindset about how we approach our daily work and deliver services to the public. Although we are one of 58 counties in California, we consider our County to be one of a kind.

The County’s operations are organized into 22 Departments that deliver services to the public, provide support to other County Departments, and provide countywide policy and executive oversight. While some core functions are centralized, the County is generally characterized as a decentralized organization, with individual Departments having some degree of autonomy in their business decisions.

2. Definitions

- a. **“API”** shall mean Application Programming Interface
- b. **“CII”** shall mean California Information and Identification Numbers
- c. **“CJIS”** shall mean Criminal Justice Information Services
- d. **“Contract”** shall mean the contract agreement between Santa Barbara County and the selected Contractor pursuant to the RFP for the purpose of providing the Solution detailed within this RFP.
- e. **“Contractor”** shall mean the company or vendor selected by County pursuant to the RFP for the purpose of providing the Solution detailed within this RFP
- f. **“COSB”** shall mean the County of Santa Barbara
- g. **“COTS”** shall mean Commercial Off-the-Shelf software product
- h. **“DED”** shall mean Deliverable Expectation Document
- i. **“DEMS”** shall mean Digital Evidence Management System
- j. **“DR”** shall mean Divisional Reporting Numbers
- k. **“ECM”** shall mean Enterprise Content Management
- l. **“ETL”** shall mean Extract, transform, and load
- m. **“IdP”** shall mean Identity Provider
- n. **“IT”** shall mean Information Technology
- o. **“LEA”** shall mean Law Enforcement Agency

- p. **“Level 1 deficiency”** shall mean a Deficiency that causes: (a) a complete Software application failure or application unavailability; (b) Software application failure or unavailability in one or more AOC remote locations; or (c) loss of multiple System Functions.
- q. **“Level 2 deficiency”** shall mean a Deficiency for which there is no Workaround acceptable and which causes (a) repeated, consistent failure of Functions, (b) a Deficiency which affects more than one User or (b) loss or corruption of Data.
- r. **“Metadata”** shall mean the data associated to digital content and/or digital evidence which provides information about the specific file and case properties
- s. **“NIGP”** shall mean National Institute of Government Procurement
- t. **“PMI”** shall mean Project Management Institute
- u. **“PMP”** shall mean Project Management Professional
- v. **“Proposer”** shall mean the company or vendor responding to DEMS RFP by submitting a proposal
- w. **“RFP”** shall mean Request for Proposals for DEMS.
- x. **“RTM”** shall mean Requirement Traceability Matrix
- y. **“SaaS”** shall mean software as a service
- z. **“SME”** shall mean Subject Matter Expert
- aa. **“SOW”** shall mean Statement of Work associated with this solicitation
- bb. **“SSD”** shall mean solid-state drive (SSD) storage media
- cc. **“System Requirements”** shall mean the combined features listed within the Functional Requirements and Technical Requirements as specified in the Requirements Traceability Matrix.
- dd. **“System”** or **“Solution”** shall refer to the Digital Evidence Management System as specified in the Requirement Traceability Matrix.
- ee. **“UAT”** shall mean User Acceptance Testing
- ff. **“URN”** shall mean Uniform Reporting Numbers
- gg. **“UST”** shall mean User Acceptance Testing
- hh. **“Vendor”** shall have the same meaning as Contractor or selected Proposer.

B. PROJECT OBJECTIVE AND CURRENT STATE

1. Project Objective

The County is issuing this RFP for a Contract with an organization (Contractor) for the implementation of a Countywide Digital Evidence Management System (DEMS) that shall provide the following capabilities:

- a. Receive and Classify Evidence, including the ability to aggregate data from disparate systems
- b. Exchange Evidence
- c. Maintain the Integrity of Evidence
- d. Review Evidence
- e. Generate Derivative Content
- f. Archive and Dispose of Evidence
- g. Support of Evidence Management

2. Current State

At the present time, there is an increasing amount of digital evidence gathered by Law Enforcement Agencies (LEAs). Evidence comes in many forms and formats including, security cameras, body-worn cameras, cell phone data, electronic documents, and other items. Gathering and transferring the data from the LEAs to the necessary members of the judicial system is proving to be increasingly difficult.

Members of the process include but are not limited to:

- a. Santa Barbara County Superior Court Jurisdiction
- b. Santa Barbara County Office of the District Attorney
- c. Santa Barbara County Office of the Public Defender
- d. City Attorneys
- e. Private Defense Attorneys
- f. Conflict Defense Attorneys
- g. Santa Barbara County Sheriff-Coroner Office

The objective of Digital Evidence Management Software process is to streamline the flow of information beginning with the LEA's investigative process and on as it moves to other criminal justice agencies. Implementing a more efficient process will improve the current evidence workflow and allow for more efficient decision-making.

3. Process Flows

See Attachment B. Business Process Flow Diagrams for process flow diagrams.

4. Primary Challenges

- a. Data from many sources: Digital data comes to law enforcement agencies, from many separate sources including but not limited to involved parties, bystanders, crime scene investigation, in-car/body worn camera devices, forensic gathering and local businesses and governments who employ surveillance systems. It is common for Law Enforcement agencies to manage and store digital evidence in disparate and siloed systems. Locating these sources and processing the data is not always timely, creating challenges beginning with the investigative process causing the need for duplication and potentially unsecure practices while investigating, identifying, gathering and delivering the data. The consequences result in delayed and disjointed delivery of discovery, creating disruptions to the criminal justice process. The law enforcement agencies that work to gather data and follow up on requests, are also impacted by these inefficiencies. The problem flows downstream and causes delays and possible disruption for each group in the process.
- b. Forensic Data: Data collected from mobile phone, computer/laptop/tablet, media storage device (HDD, SSD, Flash) and IoT need to be securely stored and documented, preserve the integrity of evidence and the management of activity tracking and auditing of forensic data is critical for court admissibility. Chain of custody of forensic data between every person and agency that comes contact with it require an authoritative digital record. Hash algorithm of the original forensic data ensures that the data isn't altered during data analysis and detailed examinations. Forensic analysis uses different techniques and is examined by third party software. Unique in these scenarios is individual files that can be over 100 gigabytes in file size and requiring third party software like Cellebrite, Axiom, and Encase to view the data.
- c. Data in many formats: Videos and audio exist in many different formats and can become a burden for the various agencies to review. Video and audio files require multiple media players / codecs and / or time-consuming conversion software programs to transform the data into a usable format creating challenges for each department that wants to review data. Law Enforcement Agencies use different systems across the County and so any proposed solution should be system agnostic and accept data in any format. Data that is uploaded should be accepted in any format by the possible solution.
- d. Data in large amounts: The size of files and the number of files involved in digital evidence is rapidly growing. Individual files of video, cell phone data, and case files can be over 25 gigabytes of space per file, and an entire case can grow to a terabyte in size or larger. Larger file sizes can make the transfer of data difficult and time-consuming. Large file amounts also create challenges concerning the data gathering process, the transfer of

data between agencies, and the storage of large files and large amounts of storage. These increased data amounts will only continue to grow with the additional use of body and security camera systems by individuals, businesses, and law enforcement agencies. Law enforcement body worn cameras are on the rise with one agency already and that number is doubling with two more agencies going live. Data movement needs to be addressed in all aspects of the work flow. Between agencies and between county departments, requires a systematic solution that can handle terabytes of data per case that will need to be transferred. Data storage will also need to be addressed for each group. Data storage per area also needs to be calculated and addressed. Areas will have needs greater than 20 terabytes per year. Further evaluation would be needed to fully detail the needs of each area.

- e. Challenges regarding the data gathering process: The transfer of data between agencies and the storage of large files and large amounts of storage will require additional time spent uploading data to their primary evidence system and forwarding the data to the next entity. The challenge continues downstream and causes delays and possibly disruption for each group in the process.
- f. Manual processing of data by DA is another area of concern as the number and size of files increases. Many of these files need to be checked in, standardized by converting to a common file type, OCR'd, redacted, bates stamped and transcribed/translated. These are time consuming manual activities that add to the overall delay to produce information for the prosecution, Courts and defense in a timely manner.
- g. Creating and tracking requests for new / supplementary information that has recently become available at the LEA is another challenge due to the manual efforts involved and quantity of cases with each agency. These requests then need to be fulfilled by the agency and transferred to the DA to then be transferred to the defense. This process further delays the delivery of new / supplementary information to the DA and Defense.
- h. Challenges regarding the data transferring process: Current systems requires a large amount of interactivity by Law Enforcement, Public Defender and DA employees. This is time consuming and can be a point of delay for data moving between agencies to other groups. It also causes challenges when there is employee turnover. A complicated upload procedure creates a heavy learning curve and may cause delayed or not fully accurate processing.
- i. Creating and sending notifications to Defense of newly available information is a manual process and time consuming. This is only exacerbated by the volume of discovery packages transmitted between the DA and defense.
- j. Currently, the eDiscovery system requires Public Defense staff to receive email notifications every time discovery is provided and manually download from an electronic file share or from physical media, all discovery. This information comes from many sources and requires logging into multiple sites before discovery can be downloaded. Once downloaded discovery needs to be uploaded into Public Defender file storage.
- k. The way discovery is also packaged with police reports intermixed with other discovery like audios and videos creates a lot of manual searching to find police reports for the Public Defender. All parties listed on police reports need to be manually entered in Public Defender content management system (eDefender) so the Department can run a conflict check to see if we can represent the client in the matter and meet our ethical obligations. Lots of manual hours spent searching for information.
- l. Receiving Discovery by the Defense team upon availability of discovery as opposed to right before trial creates issues with the Defense Attorney being prepared for trial and having adequate time to receive discovery with their client.

- m. Solution Location: Systems across the County and other agencies are mixed between on-premise and in the cloud. A solution should address and perhaps be preempted by testing on premise vs cloud solutions for transfer rate for data uploading, data downloading, and data accessing such as video playback.
- n. Number of staff for electronic evidence processing is not proportionate to the growth / increase of electronic evidence / information. Electronic evidence items have increased on average by approximately 211% in a 5-year period with marginal to almost no growth in staffing for this purpose. In some cases, there's one person per agency who may process discovery; creating delays and a single point of failure.

5. System Interaction

DEMS will function in a heterogeneous systems environment by supporting open industry standards for interoperability and integration with all stakeholder agency/department's systems to ensure a seamless user experience. The Sheriff, Courts, and County have three different IDP's. DEMS will play a dual role of enabling each of the stakeholder agencies/departments in the criminal justice system to safely download digital evidence into their local content management system to have a "private repository" to manage the digital evidence they own and at the same time, facilitate discovery and the moderated transfer of digital evidence from one entity to another. Meanwhile, DEMS will also comply with all statutory and regulatory requirements put in place to protect the integrity of DEMS and its content.

C. RFP TIMELINE

{INSERT DATES BELOW}

Date	Description
TBD	RFP published and distributed by County
TBD	Deadline for Vendors to submit RFP Questions
TBD	Answers to RFP Questions published by County
TBD	Proposal response deadline and RFP opening

1. Registering with Public Purchase

Registering: Companies wishing to submit a proposal on this RFP must first register on the County of Santa Barbara Public Purchase website at Public Purchase: Vendor Registration. Successful registration will allow Proposers to receive email updates to the bid process and the ability to upload their final proposal package to the site. Proposers are recommended to register as a Supplier as soon as possible – it can take 24 to 48 hours for your account to become active.

To register as a Supplier, follow the steps below:

- a. **Step 1)** Registering as a Supplier with Public Purchase: Your first step should be to register as a supplier through Public Purchase. If you are already registered with Public Purchase, please skip this step and proceed directly to step two below. Once registered you will receive an activation email from notices@publicpurchase.com advising that your account is activated (Note: be sure to add this email address to your contacts to avoid bid notifications being sent to your junk folder rather than your inbox). It can take 24 to 48 hours for your account to become active.
- b. **Step 2)** Registering as a Supplier with the County: Once you have received your activation email from Public Purchase, log into Santa Barbara County Public Purchase homepage and accept the terms and conditions of use. You will need to register with Santa Barbara County and select the National Institute of Government Procurement (NIGP) Commodity Codes that relate to your business in order to receive email notifications of future bid opportunities.

It is important to complete step 2 of the registration process (register with Santa Barbara County) or you will not receive notifications of upcoming bid opportunities. It is your responsibility to keep your vendor information

updated in Public Purchase, particularly your contacts and email addresses.

2. Vendor Questions

Questions or requests for clarification of this RFP must be submitted in writing on the Public Purchase website (www.publicpurchase.com). Any amendment or addendum to this RFP is valid only if issued in writing to the RFP on the Public Purchase website. Questions must be submitted by no later than the timeline listed in the RFP Timeline Schedule. The County will publish answers to the questions in an addendum to the RFP on the date listed in the timeline provided.

Submit Question Instructions:

- a. Click on the title of the bid,
- b. On the right of the bid page, click on [View/Ask Questions] to open a new page that lists all previous questions and answers.
- c. Click "Ask a Question" and enter your question here.

Potential Proposers should not contact Santa Barbara County officials, staff or evaluation panel members directly regarding any aspect of this RFP. If such contact is made, the County reserves the right to reject the proposal.

D. SCOPE OF WORK

1. Project Scope Overview

The purpose of this RFP, and all its associated documents, is to implement a DEMS, which will complement and facilitate the sharing between stakeholder agency/department CMS but will also meet the business, functional and technical requirements of each of the stakeholder agencies/departments as stated in Section D. Scope of Work and Attachment A (Requirements Traceability Matrix (RTM)).

DEMS will not only serve as a reliable source of content but will also meet the business, functional and technical requirements of each of the stakeholder agencies/departments. The County has broken this down into eight functional categories: Receive and Classify Evidence, Exchange Evidence, Maintain the Integrity of the Evidence, Review Evidence, Generate Derivative Content, Archive and Dispose of Evidence, and Support of Evidence Management.

The Business Capability Model below provides a high-level view of business capabilities to be enabled by DEMS:

- a. **Receive and Classify Evidence:** The Proposed DEMS shall accommodate the capture of evidence at the scene and automatic and/or manual upload of digital evidence. In addition, Proposed DEMS shall provide the ability to ingest digital evidence from existing solutions through a standard interface once content is associated with a specific case(s), creating a single pane of glass to all the disparate systems for investigative ease and automation of Agency review/distribution. All ingested/uploaded digital evidence may be classified and tagged for easy identification, including designating a unique identification number to each piece of digital evidence. New digital evidence entries and/or references shall conform to County of Santa Barbara used conventions. Some of those unique identifiers shall include, but are not limited to: Court Case Numbers, California Information and Identification (CII) Numbers, Divisional Reporting (DR) Numbers, Uniform Reporting Numbers (URN), Social Security Numbers, Case Numbers, and Medical Record Numbers. In cases where digital evidence resides in an external solution, Proposed DEMS shall provide the ability to reference the external digital evidence. In addition, digital evidence will be retained in Proposed DEMS based on built-in retention schedules, specific to each agency or to each instance of the DEMS.

- b. Exchange Evidence:** An essential capability of Proposed DEMS is to fully support the exchange of digital evidence and its associated metadata between and within justice agencies/departments across the County of Santa Barbara, through a series of built-in routing rules, workflows and security access rules, allowing for an automated workflow based on a manual trigger. Proposed DEMS shall provide users the ability to compile and package the digital evidence into a logical order for viewing and sharing. Once digital evidence is shared, receiving users are notified and provided the opportunity to confirm completeness or note missing items. Meanwhile, if digital evidence resides in offline/physical storage, users shall be capable of referencing this digital evidence in the appropriate case file in the Proposed DEMS. Proposed DEMS shall provide users the capability to save and export the digital evidence onto physical media in a variety of compatible formats.
- c. Maintain the Integrity of Evidence:** Proposed DEMS shall maintain and control the authenticity of digital evidence throughout its ingestion, exchange, review and archival steps. In addition, the Solution shall protect the digital evidence by preventing unauthorized distribution, copying, or access to the content while also managing and tracking the chain of custody by controlling the sequence of custody and control of the digital evidence.
- d. Review Evidence:** Proposed DEMS shall provide users the capability of searching for specific digital evidence content by utilizing a case number, unique identifier, a keyword associated with the metadata information, or other information. Once the specific digital evidence content is found, users shall be able to browse, search and view the content, based on their designated user access roles. Throughout the review process, users shall also be capable of bookmarking the digital evidence content with reference points across multiple files and add a unique identifying mark on selected digital evidence for identification, categorization and prevention of prohibited distribution.
- e. Generate Derivative Content:** As part of the digital evidence review process, Proposed DEMS shall provide the capability to create derivative versions of existing digital evidence, while always preserving the original file. Users shall have the capability to selectively conceal components of the digital evidence through various forms of redaction. In addition, users shall be able to extract portions of information or specific components of the digital evidence. Meanwhile, users shall be able to add notes and comments to digital evidence and associate the content to other pieces of digital evidence saved in Proposed DEMS. To comply with Superior Court and departmental use requirements, Proposed DEMS shall provide the ability to transcribe and translate all digital evidence by creating text formats of the dialogue contained in the digital evidence video or audio files in any selected language.
- f. Archive and Dispose of Evidence:** Proposed DEMS shall retain and preserve the digital evidence and its associated metadata in line with the individual Department retention policies which could include an indefinite time period for retention. Administrative users shall have the ability to develop and configure business rules to manage the retention periods associated with digital evidence and synchronize with other agency/department content management systems. Proposed DEMS shall provide users the ability to properly dispose of the digital evidence by exporting out of Proposed DEMS and saving onto their own secondary storage solutions. However, although the digital evidence is disposed from Proposed DEMS, the associated metadata and audit logs shall be maintained in perpetuity. Proposed DEMS shall also provide the ability to dispose of digital evidence which is deemed as unlinked evidence, “orphan content”, or other non-case specific criteria. Note that some agencies have the duty to retain evidence for the lifetime of the client, RFP response should be responsive to this requirement.
- g. Support of Evidence Management:** Proposed DEMS shall provide administrative functions to support the evidence management process. This includes the ability for administrative users to develop and configure business workflows and associated rules to determine the flow of digital evidence amongst stakeholder agency/department users. Proposed DEMS may also provide the ability to develop and configure automated notifications to be generated at certain points, based on all built-in business rules configured by the notifying agency. Throughout the digital evidence management process, Proposed DEMS shall provide the highest levels of security and encryption of the digital evidence to protect the information from theft or misuse. This is

completed by encoding the information in a unique pattern where only authorized users are able to access the content. Meanwhile, the Proposed DEMS shall track and record an audit trail and historical record of all completed or attempted actions. Also, to manage user access, Proposed DEMS shall provide administrative users the ability to authorize and manage user access to specific digital evidence based on business rules, and provide a separate instance of the digital evidence to each participating agency/department. In addition, the Proposed DEMS shall verify the identity of agency/department personnel upon log-in through a single sign-on process and each user shall have an assigned user role which determines their security access to digital evidence. Proposed DEMS shall provide the ability to identify, evaluate and respond to security breaches and malicious activities or software by alerting the user and encapsulating the digital evidence in an encrypted form. As another function, Proposed DEMS shall provide an administrative dashboard where users are able to generate agency/department-specific or system-related reports and analytics to guide the decision-making process. In addition, it shall provide the capability to extract content and its associated metadata.

2. Project Goals

The selected Implementer will be responsible for guiding the County to achieve the County's overall goals and the requirements for each functional and technical area:

- a. **Interoperability** - Software, hardware, and management and development processes should conform to defined standards that promote interoperability for data, applications, and technology.
- b. **Configurable System** – County is seeking a DEMS which will be highly configurable to accommodate the unique needs of each stakeholder agency/department.
- c. **Cloud First** – The County is adopting a Cloud First Strategy that applies to business applications, whether citizen, business or county employee facing.
- d. **Business Continuity** - County operations are maintained in spite of system interruptions.
- e. **Common Use Solutions** - Development of solutions used across the County is preferred over the development of similar or duplicative solutions that are only provided to a particular department.
- f. **Limit Customization** - Leverage solutions that require little or no customization to meet the needs.
- g. **Compliance with Law** - County information management processes comply with all relevant laws, policies, and regulations.
- h. **Meet Business Requirements** - Solutions should be designed to meet business requirements, maximize value and productivity, and minimize rework and cost.
- i. **Data Integrity** - Authority to create and maintain the data will reside with those most knowledgeable about the data or those most able to control its accuracy.
- j. **Data Security** - Secure data practices are used to avoid the inappropriate disclosure of sensitive or personally identifiable information and prevent unauthorized access.
- k. **Common Vocabulary and Data Definitions** - Data is defined consistently throughout the County, and the definitions are understandable and available to all users.
- l. **Data Integration** - Integration approach (real-time, overnight batch, etc.) will be driven by business needs.
- m. **Ease-of-Use** - Applications are easy to use. The underlying technology is transparent to users, so they can concentrate on the tasks at hand.
- n. **Requirements-Based Change** - Changes to applications and technology are in response to the business or legislative needs of the County.

- o. **Technology-Based Change** - Changes to applications and technology are only in response to business needs of the County, except in the case of modernization of aging technology platforms, evolving security threats, or research & development projects that are evaluating new technologies or approaches
- p. **Changes are Planned** - Changes to the County Information Technology Environment are planned and communicated.
- q. **Responsive Change Management** - Changes to the County Information Technology Environment are implemented in a timely manner.
- r. **Use Countywide Technology Infrastructure** - Use of the Countywide Technology Infrastructure allows the County to control technological diversity and to minimize the non-trivial cost of maintaining multiple different environments and locations.
- s. **Resiliency and Availability** - All technology components including data center physical and virtual infrastructure as well as hosted cloud services are designed in such a way to avoid any single point of failure. A standardized, consolidated infrastructure is used which helps to minimize risk, maximize network, storage and compute availability and support business continuity.
- t. **Scalability and Modularity** - County and department application architectures should be scalable, flexible and modular to meet ongoing and dynamic business growth.
- u. **Industry Standard Technology** - County and department proposed architectures and technologies must support industry standards and avoid proprietary technologies and interfaces unless specifically required for specialized applications or business needs.
- v. **Security Design** - County and department architectures should employ security measures to ensure integrity, confidentiality and availability of IT services and applications. Security needs to be designed into the architecture in a scalable and efficient manner. The security architecture design should follow a modular design where the overall technology infrastructure is divided into functional layers / modules.
- w. **Regulatory Compliance** - All County and department architectures and solutions must meet all relevant legal and regulatory requirements, County standards and policies (including audit requirements), and industry best practices.
- x. **Consolidation of Aggregate data** - Aggregate/consolidate and pull data from disparate systems to a single interface to forward data to the District Attorney.

3. Solution Requirements

a. Overview

The County seeks to understand how the proposer meets the County's Functional, Technical, and Integration requirements. A list of the County's requirements can be found in Attachment A – RTM. This document also serves as the proposer's response form and should be completed by the proposer.

b. Attachment Instructions

The proposer should follow these instructions to complete the requirements self-evaluation in Attachment A – RTM:

1. Read the "Instructions" tab
2. Review each requirement and assess the proposed solution's ability to meet the requirement
3. Assign a response code to each requirement
4. If needed, provide supporting details for the response code

The functional and technical tabs have the following columns:

Table 1. Requirement Traceability Matrix Columns and Descriptions

Column Name	Description
Req ID	County provided unique identification number associated with the requirement and defines the nesting logic and relationship of each of the requirements.
Level 1 Capability Requirement	County defined business process within the functional area.
Priority	County provided detailed explanation of the requirement that outlines the expected functionality and possible outcome of the system. County determined if the requirement is a <ol style="list-style-type: none"> <u>Mandatory</u>: Defines a requirement that needs to be satisfied for the final solution to be acceptable. <u>Priority</u>: This is a priority requirement that should be included within the delivery time frame. <u>Highly Desirable</u>: This is a highly desirable requirement that should be included if possible, within the delivery time frame. Workarounds may be available for such requirements and they are not considered as time critical. <u>Desirable</u>: This is a desirable or nice-to-have requirement (time and resources permitting) but the solution will still be accepted if the functionality is not included.
To be Completed by the Proposer	
Proposer's Response	Proposer provided evaluation of the proposed solution's ability to meet a given requirement based on the response codes provided in Table 2.
Comments	Proposer provided explanation for why the vendor responded with a given response code.

When completing the Response Code and Comments column in the workbook, proposers should use the following response codes and include the corresponding details:

Table 2. Response Code Descriptions

Response Code	Description
Y-Yes	The requirement shall be met by the core proposed platform. This capability exists or is being used in-production elsewhere and can be demonstrated.
N-No	The requirement cannot be met.
C-Customization or Modification	The requirement shall be met by making programmatic (software development) changes to existing software, developing new software and/or building an interface to the applications listed in this RFP. (Note: This response code includes any software currently in development to meet this requirement by Proposer but which is not yet installed in any client production system).
T-Third Party Software	The requirement can be met with a third-party software product, other than the core DEMS provided by Proposer. This includes any work required to incorporate the third-party software to operate seamlessly with DEMS. Proposer shall provide a list of all third-party software products and include

associated costs in the Cost Proposal section of this RFP.

The proposer should complete the workbook to the best of its ability. Mandatory functional and technical requirements will be evaluated as PASS or FAIL. If Proposer cannot meet a mandatory requirement, the County will find this Proposer non-responsive and will give Proposer no further consideration. Therefore, the County will not evaluate and score Proposer's proposal. The proposer's response to the functional area requirements will be used in the evaluation process as described in Section J EVALUATION AND SELECTION.

4. Interfaces

A "system integration" involves the exchange of data, in real-time or batch mode to and/or from the external system and the DEMS with automation and/or workflow without the need for manual manipulation of the data format. DEMS shall provide the ability to integrate with existing agency/department case management and content management solutions. The current County applications that are expected to integrate with the proposed solution are identified in the Interface Tab on Attachment A - RTM. Integrations in this list may not be required if the future DEMS System can provide needed functionality, and the proposer should note this in their response when completing the workbook.

For all interfaces identified, the County Project Team, in consultation with the affected agencies/departments and the selected Proposer, will determine the appropriate integration method. Additionally, DEMS shall provide a standard based API's to integrate with all existing and future applications at the County.

5. Implementation Services and Deliverables

The anticipated tasks included within the scope of services are described below. Utilizing knowledge of cost-effective approaches from previous experience on similar projects, the ideal solution will propose a project plan that aligns with these tasks:

- **Task 1** – Project Management (ongoing)
- **Task 2** – System Design, Development and Configuration
- **Task 3** – Security
- **Task 4** – Systems Integration
- **Task 5** – Testing
- **Task 6** – Knowledge Transfer and Training
- **Task 7** – System Implementation
- **Task 8** – Risk Management
- **Task 9** – Quality Control
- **Task 10** – Transition and Post Go-Live Support

a. Task 1: Project Management

Contractor shall provide ongoing project management including weekly project plan updates, weekly status reports on a project dashboard that are kept current, and weekly status meetings. Contractor shall prepare a baseline risk management plan and update the plan regularly (bi-weekly) over the course of the project.

Contractor shall provide project management tools, processes, and techniques to guide the project, measure and monitor progress, identify and mitigate risks, facilitate completion of tasks, ensure quality, and accommodate and manage changes in scope. Contractor shall provide County access to all Project Management documents. All Project Management documents (e.g., Project Management Plan, Project Schedule, Work Breakdown Structure, etc.) shall be compatible with Microsoft 2010 or later software products.

Contractor shall provide the following project management activities:

1. Development and Management of a Project Plan
2. Project Document Management
3. Resource Management (County and Contractor Staffing)
4. Schedule Management
5. Communications Management (Status Reporting/Stakeholder Agency/Department Communications)
6. Quality Assurance, including Quality Gate Reviews
7. Risk and Issue Management and Escalation
8. Scope and Requirements Management, including Requirements Traceability
9. Cost Management
10. Change Request Management
11. Performance Management (Project and System)

Contractor shall provide the following Project Management sub-tasks and deliverables:

Task 1: Project Management Sub-Tasks and Deliverables

Task #	Sub-Task Name	Descriptions	Deliverables
1.1	Project Kickoff	Contractor shall, at minimum, develop a Project Kickoff Presentation to deliver and present to DEMS Stakeholder agencies/departments in a Formal Kickoff Meeting to initiate the project.	<p>A Project Kickoff Presentation shall include information to provide the stakeholder agencies/departments an understanding of the process, roles and responsibilities:</p> <ul style="list-style-type: none"> A. Understanding of the roles of various project stakeholders including the sponsor, Project Management Team, Contractor Project Team, Business staff, IT staff, and any other key project team members B. Identification of key stakeholders to be contacted to review and validate information relative to all steps of the project

			<p>C. Understanding the process to provide input to the strategic and tactical reports on a regular basis</p> <p>D. Understanding of project performance measurements and critical success factors</p> <p>Any decisions or agreements from the kickoff meeting will be documented by Contractor and submitted to the overall project team for review and acceptance.</p> <p>This Deliverable shall include a Deliverable Expectation Document (DED).</p>
<p>1.2</p>	<p>Project Management Planning</p>	<p>Contractor shall plan the activities to be carried out in the project, the assignment of resources to those activities, the dependencies among those activities, and their timing. Working with the County Project Manager, Contractor shall set up roles, responsibilities, record-keeping systems, lines of communication, and procedures for managing the project, assuring quality, managing technical configuration, and controlling project changes.</p>	<p>A Project Plan and Schedule shall conform with IEEE/ISO/IEC 16326-2009 Systems and Software Engineering--Life Cycle Processes-- Project Management.</p> <p>The deliverable shall minimally include the following components:</p> <ul style="list-style-type: none"> A. Project Objectives B. Project Scope Definition C. Project Schedule / Work Breakdown Structure D. Project Resources <ul style="list-style-type: none"> 1. Contractor's Project Team (e.g., organization, names, role definition and organization reporting lines) 2. Project roles and responsibilities E. Resource Management Plan (Staffing Plan) F. Quality Management Plan G. Risk Management Plan and Risk Register H. Scope and Requirements Management Plan I. Release Management Plan J. Communications Plan K. Risk Assessment Baseline L. Project Schedule / Work Breakdown Structure <p>The County acknowledges that some portions of the PMP may require a standalone plan.</p> <p>This Deliverable shall include a DED.</p>

1.3	Project Status Reporting	Contractor shall establish a project control and reporting system to provide routine and realistic assessments of the project progress through the completion of the project against approved milestones and detailed plans. Contractor shall advise the County of progress in meeting goals and schedules contained in the work plans. This shall be initiated one week after Contract effective date and applied weekly thereafter, and shall consist of weekly progress meetings attended by Contractor and the County. These may include walkthroughs of selected deliverables as requested by the County staff.	Weekly written Status Reports, provided by Contractor to the County one (1) working day before each weekly meeting, and containing items to be discussed at the meeting, including: <ul style="list-style-type: none"> A. Tasks completed for the period B. Tasks planned but not completed for the period C. Tasks planned for next period D. Upcoming County resource needs (90- day forecast) E. Issues F. Risks G. Decision requests
1.4	Project Close-out	Contractor shall provide Contract close-out plans and manage project close-out activities in accordance with the plan.	A Contract Close-out Plan Describing Contractor's approach to completing the required activities necessary to close the Contract, minimally including: updating and transferring all System documentation to the County Project Team, performing formal Contract closure, and transitioning all System responsibilities over to County Project Team. This Deliverable shall include a DED.

b. Task 2: System Design, Development and Configuration

Contractor shall use a proven implementation methodology based on industry standards and best practices. The methodology establishes an accountability framework which allows Contractor to deliver high-quality services throughout the project. The framework shall link project stages to defined quality gates and deliverables.

Contractor shall conduct workshops with the County during project initiation and planning to determine the System production deployment approach for rolling out DEMS, including possible phasing strategies, site specific considerations, and benefits and risks of strategy alternatives.

Contractor shall apply industry best practices and work with the County to determine recommendations for managing organizational change required for DEMS to meet the project objectives. Such recommendations shall be developed considering business impact on each DEMS stakeholder agency/department.

Contractor shall manage requirements as defined within the Requirements Management Plan defined within the PMP. Contractor shall review the requirements included in this RFP and work with County to confirm, update and finalize the list of requirements to be provided by DEMS; inputs to this review shall include the requirements included in this RFP and capabilities of the out-of-the box DEMS product. Contractor shall ensure that all confirmed functional and technical requirements are provided by DEMS and document how such requirements are realized in a Requirements Traceability Matrix. Contractor shall update the matrix as the project proceeds.

In addition, Contractor shall configure DEMS and provide any specified customizations to meet the requirements included in the RTM and the specifications contained in the System Design. Contractor shall apply all configuration updates and system changes per the approved Configuration Management Plan.

Contractor shall document all system configuration values and system changes. Contractor shall update such documentation for all changes.

Contractor shall provide the following System Design, Development and Configuration sub-tasks and deliverables:

Task 2. System Design, Development and Configuration Sub-Tasks and Deliverables

Task #	Sub-Task Name	Descriptions	Deliverables
2.1	System Implementation Planning	Contractor shall describe its preliminary System Implementation Methodology Plan (e.g., implementation and/or development methodology and plan) for system analysis, design, build and deployment. Clearly identify the timing of each stage and key milestones, including the rationale for Contractor’s proposed timeline and any assumptions. The plan shall align the stages, milestones, and deliverables in the project plan with this proposed Statement of Work.	<p>The System Implementation Plan shall include (at a minimum):</p> <ul style="list-style-type: none"> A. Description of the implementation methodology and plan for delivering DEMS, including: <ol style="list-style-type: none"> 1. Installation and/or setup 2. System Analysis and Design 3. System Configuration 4. System Build (e.g., data import, interfaces) 5. Testing (e.g., unit testing, system, UAT) 6. Training 7. Production Deployment (e.g., including possible phasing strategies, site specific considerations, and benefits and risks of strategy alternatives) 8. Production Go-Live Support 9. Post-Production Go-Live Support B. Identification of stages and key milestones, including any assumptions. Aligns the stages, milestones, and deliverables in the Project Plan within this proposed Statement of Work. C. Description of dependencies on DEMS project activities and any external constraints or dependencies. D. Organization change management recommendations

2.2	System Design	Contractor shall use a structured, iterative methodology for incremental deployment of functionality between environments. This approach allows both Contractor and the County frequent feedback as to the progress of the Project with opportunities to make corrections in interpretation and will result in a better understanding of the challenges of the Project at an earlier date. Contractor shall conduct workshops with the County during project initiation and planning to determine the System production deployment approach for rolling out DEMS. Contractor shall incorporate the design and development approach into a comprehensive System Design and Development Plan complying with IEEE 12207.2, Section 5.3.3 - System Architectural Design.	<p>The Deliverable shall include a DED.</p> <p>The System Design and Development Plan deliverable shall minimally include:</p> <ul style="list-style-type: none"> A. Use cases, business process flows or a similar mechanism describing how DEMS will be used in the context of each County business process B. DEMS security and privacy controls C. Key business processes and/or policy changes required to conform with DEMS capabilities D. Summary level descriptions of DEMS configuration changes needed to meet County requirements <p>This Deliverable shall include a DED.</p>
2.3	Requirements Traceability Management	Contractor shall validate, update, and manage the functional and technical requirements to ensure traceability throughout the life of the project.	<p>The Requirements Traceability Plan shall, at a minimum, address the following areas:</p> <ul style="list-style-type: none"> A. Establish a baseline for existing requirements B. Manage versions of requirements C. Establish and maintain the County's requirements traceability matrix that will be used for requirements management, and map where in the software a given requirement is implemented D. A requirement change control process E. A methodology for managing requirements in an iterative development lifecycle <p>For each requirement, the Requirements Traceability Matrix (RTM) shall include:</p> <ul style="list-style-type: none"> A. Reference to the RFP Attachment A - RTM B. The specific DEMS component (e.g., screen, report, workflow, data field) where the requirement is met C. The test scenario(s) where the requirement is tested

			<p>D. The training module where instruction is provided for the requirement (if applicable) Proposer shall submit a sample Requirements Traceability Plan with its proposal response.</p> <p>The Deliverable shall include a DED.</p>
2.4	Configuration Management	Contractor shall document the system configuration, including references to system tables where appropriate.	<p>The Application Configuration Report shall include history of configuration changes, including references to system provided change logs if available. In addition, the Deliverable shall include detailed specifications for all system changes/customizations and shall also include information regarding the configuration needed to scale and expand within and across other agencies/departments, potentially including those outside of criminal justice.</p> <p>The Configuration Management Plan deliverable shall minimally include:</p> <ul style="list-style-type: none"> A. Platform-specific Hardware and Software solution components. B. Descriptions including Architecture or Configuration updates, new functionality introduced, defects fixed, modifications to interfaces with other systems, other changes to existing code, and any software and hardware configuration changes. C. Detailed hardware and software configuration information including any software and hardware dependencies and instructions at a level of detail that will enable System administration staff to rebuild and configure the hardware environment. D. Detailed configuration information for any 3rd party hardware and software. <p>The Deliverable shall include a DED.</p>

c. Task 3: Security

Contractor shall provide the following Security sub-tasks and deliverables:

Task 3. Security Sub-Tasks and Deliverables

Task #	Sub-Task Name	Descriptions	Deliverables
3.1	System Security Management	Contractor shall provide a System Security Plan that describes the security approach for DEMS. In addition, because of the expected interactivity with other entities, a comprehensive plan shall explain how DEMS will respect and coordinate,	The System Security Plan shall address, at a minimum, the following areas:

		when necessary, with the security constraints of other entities.	<p>A. General Information about System Environment, Interconnections/Information Sharing, Applicable Laws or Regulations, Information Sensitivity, Responsible Parties, General System Description</p> <p>B. Security Controls pertaining to Risk Assessment and Management, User Rules or Behavior, Implementation Phase, Operation and Maintenance Phase</p> <p>C. Technical Controls pertaining to User Identification and Authentication, Logical Access Controls, Audit Trails</p> <p>The Deliverable shall include a DED.</p>
3.2	System Security not user security (ongoing – as changes are made)	Establish Patch management processes and procedures that are transferred to the County after successful completion of DEMS installation.	Provide documentation and training on system and patch management including regular maintenance, upgrades, and response to zero-day exploits.
3.3	Third Party Compliance Attestation (ongoing – annual)	Complete a third-party compliance review and provide attestation that security compliance controls are followed.	<p>The Third-Party Compliance Attestation will address at a minimum:</p> <p>A. What they did</p> <p>B. What they remediated</p> <p>C. The Vendor will remediate anything that is non-compliant at no cost to County</p>

d. Task 4: System Integration

Proposer shall provide an overview of integration capabilities and inventory of interfaces available with DEMS. Contractor shall work with the County to identify existing APIs or other methods for DEMS to receive or provide data for each DEMS interface.

For each DEMS interface, Contractor shall provide API(s) or other method(s) for DEMS to provide data to or receive content from the integrated application. As appropriate, Contractor shall extend DEMS to provide the required functionality, including working directly with the interfacing application to design, develop and test direct interfaces. County shall provision services from third party providers of the interfacing systems, if support activities or third-party system modifications are required. Contractor shall additionally support County testing of all interfaces.

Contractor shall provide the following System Integration sub-tasks and deliverables:

Task 4. Systems Integration Sub-Tasks and Deliverables

Task #	Sub-Task Name	Descriptions	Deliverables
4.1	Systems Integration Management	Contractor shall provide a Systems Integration Plan that describes the integration and interoperability approach for DEMS. In addition, because of the expected interactivity with other entities, a comprehensive plan shall explain how DEMS will respect and coordinate when necessary with the constraints of other entities.	<p>The Systems Integration Plan shall address, at a minimum, the following areas:</p> <ul style="list-style-type: none"> A. General Information about System Environment, Interconnections/Information Sharing, Information Sensitivity, Responsible Parties, General System Description B. Business processes and workflows between systems C. System capabilities for validation, transformation and routing of information and data D. Adherence to and integrity of security requirements across systems E. Interface and Protocol Management (APIs, WebServices, etc.), Enterprise Adapters, Semantic Mapping, File Transfers, Data Federation and Replication, Message and Event Generation and Brokering F. Contractor shall ensure accurate design and function, and where needed to allow DEMS to accept case content <p>The Deliverable shall include a DED.</p>
4.2	Interface Design	Contractor shall provide interface design services by providing API(s) or other methods for DEMS to provide and receive data from stakeholder agency/department systems.	<p>For each interface, the Interface Design Document shall include (at a minimum):</p> <ul style="list-style-type: none"> A. Integration flow B. DEMS adapter/connector type (e.g., web service, file, etc.) C. Interface content (field level) D. Interface trigger event or frequency E. Validations and exception processing F. Testing considerations

			<p>G. Security needs/requirements</p> <p>The Deliverable shall include a DED.</p>
4.3	Complete System Interfaces and Integrations	Contractor shall build the system integrations specified in the Systems Integration Plan.	<p>A Notice of Completion shall at minimum provide a list and description of all completed interfaces.</p> <p>The Deliverable shall include a DED.</p>

e. Task 5: Testing

Contractor shall prepare test plans and conduct testing needed to ensure that all System components are complete, integrated, error free, and meet system requirements and specifications. Progressive test cycles shall be repeated until all bugs and anomalies are resolved and DEMS components are demonstrated to meet all applicable criteria, specifications, and system requirements.

Contractor shall conduct unit/module and systems integration testing, as specified in the Test Plan.

Contractor shall develop test plans and perform tests to ensure that the production system will meet all response-time requirements when deployed to all users and used during peak workloads. Contractor shall tune, and otherwise, update the production system to resolve noted issues. Contractor shall repeat stress-test cycles until all issues are resolved.

The County shall conduct User Acceptance Testing (UAT) as specified in the Test Plan. Contractor shall support UAT.

Testing and Development shall have their own environments, separate from Stage and Production environments. Testing or development shall not be performed in the production environment. Contractor shall provide and prepare system environments, including configuration and loading of test data, required to support all testing as specified in the Test Plan.

Contractor shall record all tests conducted, defects discovered, defects resolved and retests. Contractor shall provide regular status reporting of all testing.

In addition, Contractor shall use a single Problem Resolution Tracking tool that Contractor and the County shall use collaboratively for the tracking of System defects. The County is open to using an internal platform for Problem Resolution Tracking. The Problem Resolution Tracking tool shall, at a minimum, include:

- a. All defects in the System identified during any testing phase or in production shall be recorded, prioritized, tracked, and resolved in a timely manner. Each shall be assigned a “Defect Level” based on the following definitions:
 - 1) Critical - Results in a complete system outage and/or is detrimental to the majority of the development and/or testing efforts. There is no workaround.
 - 2) Serious - System functionality is degraded with severe adverse impact to the user and there is not an effective workaround.
 - 3) Moderate - System functionality is degraded with a moderate adverse impact to the user but there is an effective workaround.
 - 4) Minor - No immediate adverse impact to the user.

- b. Contractor shall allow the County full access to the Problem Resolution Tracking tool.
- c. The processes and management of the Problem Resolution Tracking tool shall be addressed as part of the Quality Control Plan.

Contractor shall comply with the “Defect Level” approach as described above, including the requirement that the County’s Project Management shall designate the level of severity to all defects.

Contractor shall provide the following Testing sub-tasks and deliverables:

Task 5. Testing Sub-Tasks and Deliverables

Task #	Sub-Task Name	Descriptions	Deliverables
5.1	Test Planning	<p>Contractor shall prepare test plans and conduct testing needed to ensure that all system components are complete, integrated, error free, and meet system requirements and specifications. Progressive test cycles shall be repeated until all bugs and anomalies are resolved and DEMS components are demonstrated to meet all applicable criteria, specifications, and system requirements.</p>	<p>Contractor shall provide a comprehensive Test Plan and IEEE Std. 829-1998 Standard for Software Test Documentation. The Test Plan shall include the procedures for documenting the completion of each test phase, test scripts, test conditions, test cases, and test reports. Detailed Test Plans shall be created for the following:</p> <ul style="list-style-type: none"> A. Unit/module testing approach B. Systems integration testing approach C. County user acceptance testing approach with support from Proposer D. Performance and stress testing approach E. Security testing approach F. Test data creation approach, including data refresh processes G. Automated test usage (optional) H. Defect remediation release strategy I. Defect reporting and tracking <p>Proposer shall submit a sample Test Plan with its proposal response.</p> <p>The Deliverable shall include a DED</p>
5.2	Test Scenarios and Test Cases	<p>Contractor shall describe the scenarios required to fully test all requirements of DEMS.</p>	<p>For each test scenarios, the Test Scenarios and Test Cases shall minimally include:</p> <ul style="list-style-type: none"> A. Traceability to requirements and business processes B. Dependencies and data preconditions C. Test instructions D. Expected results

			The Deliverable shall include a DED.
5.3	Systems Integration Testing	Contractor shall conduct and record the results and remediation steps of the integration system testing.	For each test scenario during Systems Integration Testing, the Systems Integration Testing Results shall include (at a minimum): <ul style="list-style-type: none"> A. Date scenario was executed B. Person executing the scenario C. Test result status (pass/fail) D. Defects discovered E. Retest dates and results The Deliverable shall include a DED.
5.4	User Acceptance Testing	Contractor shall support the County in UAT testing and record all associated results and remediation steps.	For each test scenario during User Acceptance Testing, the User Acceptance Testing Results and Remediation Processes shall include (at a minimum): <ul style="list-style-type: none"> A. Date scenario was executed B. County Person performing executed test scenario C. County determined test result status (pass/fail) D. Defects discovered and proposed resolution from Contractor Team E. County Retest dates and results The Deliverable shall include a DED.

f. Task 6: Knowledge Transfer and Training

Contractor shall develop a knowledge transfer plan and project/implementation team training plan to share and transfer system development and support knowledge to key County resources. Additionally, Contractors shall provide and deliver full onsite training and curriculum for each of the user roles identified in Sub-Task 6.1. Contractor shall coordinate with the County to adhere to each County Department Training Standards, guidelines and best practices.

The County must be able to access the online Learning Management System (LMS) on an ongoing basis with little to no additional cost. The Proposer will include any costs associated to training additional County resources in their response to this RFP.

In addition, Contractor shall provide the County a training course outline for review and acceptance at least thirty (30) calendar days prior to the scheduled training.

The Training Course Outline shall minimally include:

- a. Course Presentation Material
- b. Student training exercises

c. Pre- and post-assessment materials

Contractor shall populate on-line help content consistent with documentation provided under this task. Contractor shall provide the capability for the County to update on-line help content. Also, Contractor shall work with the County to incorporate content describing the corresponding business process for each help menu item.

Contractor shall provide documentation specific to the County’s DEMS implementation.

In its response, Proposer shall list and describe documentation that will be provided, including the formats in which the documentation will be made available.

Contractor shall provide the following Knowledge Management and Training sub-tasks and deliverables:

Task 6. Knowledge Transfer and Training Sub-Tasks and Deliverables

Task #	Sub-Task Name	Descriptions	Deliverables
6.1	Knowledge Transfer and Training Planning	<p>Contractor shall provide training for the following roles. Training shall be specific to each listed role:</p> <ul style="list-style-type: none"> A. Technical Administrator B. DEMS End User C. Manager D. Support Staff 	<p>Contractor shall develop (in cooperation with the County) a Knowledge Transfer and Training Plan to define the process of training personnel to levels appropriate for their roles. The Plan shall address the following topics:</p> <ul style="list-style-type: none"> A. Resources necessary to complete the training effort along with the tools and documentation that will be necessary to support proposed effort B. Specific courses and course materials C. Lists of materials, facilities, equipment, user profiles, access procedures, work samples, and other items needed for each training session, including items that County is to furnish D. Training calendar indicating the specific attendees and locations for all user training sessions. The calendar shall also indicate any planned phases or iterations in the delivery of training E. Knowledge Transfer to enable County personnel to operate, maintain, configure and modify the new systems, including operation of the testing tools, supporting infrastructure, and security <p>Contractor shall provide a report about the progress of training activities.</p>

			<p>The Deliverable shall include a DED</p> <p>For each course identified in the Training Plan, the Training Curriculum shall include (at a minimum):</p> <ul style="list-style-type: none"> A. Course presentation materials (Trainer Version) B. Course presentation materials C. Student training exercises Pre-and post-assessment materials D. Training data specifications for training exercises (if applicable), including training data initialization procedures <p>The Deliverable shall include a DED</p>
6.2	Provide Training Curriculum		
6.3	Provide User Manual Documentation	Contractor shall provide training curriculum of sufficient depth and clarity to provide breakdown of the course material.	<p>The User Manual shall include (at a minimum):</p> <ul style="list-style-type: none"> A. ECM end-user manual(s) B. ECM mobility user manual C. System administration and operations manual D. On-Line Help administration manual E. Ad hoc report writing manual F. Run book that contains: network configurations, reboot procedures, monthly/daily maintenance along with trouble shooting guidelines <p>The Deliverable shall include a DED</p>
6.4	Provide Technical Documentation	Contractor shall provide technical documentation of sufficient depth and clarity to enable County technical personnel to understand the underlying structure and function of system components, to troubleshoot the application software and interfaces (including platform, network, and security interfaces), to support users (help desk), to perform all system administration and operation duties, and to	<p>The Technical Documentation shall include (at a minimum):</p> <ul style="list-style-type: none"> A. System architecture overview B. Data dictionaries C. Entity relationship diagrams D. Interface configurations <p>The Deliverable shall include a DED</p>

		plan for potential future integration with other applications.	
6.5	Conduct Training	Contractor shall conduct and complete training sessions within a sixty to ninety (60-90) day period prior to system Go-Live. These sessions will be recorded and provided to the County within 5 business days of being conducted.	The Training Execution Results shall summarize the training efforts, its outcomes, remedial actions, and confirm its completion.
6.6	Remedial Training	Contractor shall conduct and complete remedial training sessions on a bi-weekly basis until County resources sufficiently complete the post-assessment training.	N/A

g. Task 7: System Implementation

Contractor shall use a proven implementation methodology based on industry standards and best practices. The methodology establishes an accountability framework which allows Contractor to deliver high-quality services throughout the project. The framework shall link project stages to defined quality gates and deliverables.

Contractor shall validate that each interface to an external system is working correctly. Contractor will repair all interface-related problems caused by Contractor-developed interfaces.

In addition, Contractor shall assist the County with testing and release preparation in the pre-production environment.

Contractor shall provide the following System Implementation sub-tasks and deliverables:

Task 7. System Implementation Sub-Tasks and Deliverables

Task #	Sub-Task Name	Descriptions	Deliverables
7.1	Implementation Planning	In preparation for the pre-production release, the Contractor shall establish a pre-production plan.	The System Implementation Plan shall clearly identify the timing of each stage and key milestones, including the rationale for Contractor’s timeline and any assumptions. The Plan shall align the stages, milestones, and deliverables in the project plan with this proposed Statement of Work.
7.2	Pre-Production Release	When functionality is ready to be delivered to the County for UAT, it shall be delivered in the form of a Pre-Production Release.	Each Pre-Production Release shall include the following: A. Release Description including Architecture or Design updates, Security Configuration, new functionality introduced, defects fixed, modifications to interfaces

		<p>Since the County will perform UAT and approve all releases into production, a pre-production release is equivalent to a production release and requires the rigor associated with a production release.</p>	<p>with other systems, other changes to existing code, and any software configuration changes</p> <ul style="list-style-type: none"> B. Release Contents including a description of the release structure and contents and instructions for assembling and/or configuring the components of the release C. Detailed configuration information including any dependencies and instructions at a level of detail that will enable System Administration staff to re-configure the system D. Database documentation conforming to industry standards E. Detailed configuration information for any 3rd party software <p>Contractor shall provide updated documentation when system upgrades to software or any Contractor supplied equipment occurs through the life of the Contract.</p> <p>The Deliverable shall include a DED.</p>
7.3	Production Release Planning	<p>Upon successful completion of the Pre-Production testing, Contractor shall, in coordination with the County, create a Production Release Plan that shall consist of an updated Pre-Production Release notification to assist the County in successfully releasing and maintaining DEMS in the Production environment.</p>	<p>The Production Release Plan shall include, but not be limited to, the following components:</p> <ul style="list-style-type: none"> A. Updated Configuration Information required satisfying the County production configuration management requirements. B. Updated System Architecture. C. Updated Detailed Design, including detailed system, technical, security and user documentation. Deployment schedule. <p>In addition, the Plan shall include detailed step-by-step activities (both Contractor and County activities) and the timeline for the cutover process. The plan shall define the milestones where readiness to proceed is assessed, go/no-go criteria, and fallback positions to be taken if no-go conditions are encountered.</p> <p>The Deliverable shall include a DED.</p>
7.4	Production Release	<p>Upon successful completion of UAT, the County will schedule a</p>	<p>Each Production Release shall include the following:</p>

		<p>release to be moved to the Production environment.</p>	<ul style="list-style-type: none"> A. Release-specific Software system components B. Release Description including Architecture or Design updates, new functionality introduced, defects fixed, security configurations, modifications to interfaces with other systems, other changes to existing code, and any software and hardware configuration changes C. Release Contents including a description of the release structure and contents and instructions for assembling and/or configuring the components of the release D. Detailed hardware and software configuration information including any software and hardware dependencies and instructions at a level of detail that will enable System administration staff to rebuild and configure the hardware environment without outside assistance E. Database documentation conforming to industry standards F. Detailed configuration information for any 3rd party hardware and software <p>Contractor shall provide updated documentation when system upgrades to software or any Contractor supplied equipment occurs through the life of the Contract.</p> <p>The Deliverable shall include a DED.</p>
<p>7.5</p>	<p>Production Cutover Planning</p>	<p>Contractor shall provide multiple cutover cycles, if specified in The Solution Implementation Plan, including at minimum one Table Top Rehearsal to confirm the process and to establish the cutover timeline.</p>	<p>The Production Cutover Plan shall include detailed step-by-step activities (both Contractor and County activities) and the timeline for the cutover process. The plan shall define the milestones where readiness to proceed is assessed, go/no-go criteria, and fallback positions to be taken if no-go conditions are encountered. The plan needs to include a clear communication plan as part of production cutover and a strategy for enough back filed items that make day-to-day operations with the stakeholder agencies/departments a success.</p>

			The Deliverable shall include a DED.
7.6	Production Cutover	Contract shall complete multiple cutover cycles, as specified in the Production Cutover Plan.	The Production Cutover Report shall provide results of the cutover cycles, including steps taken, milestones, fallback positions taken, decisions made, and the associated timeline.

h. Task 8: Risk Management

Contractor shall provide the following Risk Management sub-tasks and deliverables:

Task 8. Risk Management Sub-Tasks and Deliverables

Task #	Sub-Task Name	Descriptions	Deliverables
8.1	Risk Management Planning	Contractor shall develop a Risk Management Plan to describe the approach to ensure that risks/issues are reported, tracked and resolved.	The Risk Management Plan shall describe the approach to ensure that risks/issues are reported, tracked and resolved The Deliverable shall include a DED.

i. Task 9: Quality Control

Contractor shall provide the following Quality Control sub-tasks and deliverables:

Task 9. Quality Control Sub-Tasks and Deliverables

Task #	Sub-Task Name	Descriptions	Deliverables
9.1	Quality Control Planning	Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract	The Quality Control Plan shall include, but may not be limited to the following: <ul style="list-style-type: none"> A. The County’s management of the requirements. This includes the identification of inconsistencies between the requirements, and the project’s plans and work products B. A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request C. The County’s requirements traceability matrix that will be used for requirements management, and will map where in the software a given requirement is realized or implemented D. The County’s configuration management activities that

			<p>include: baseline control, and monitoring the software library. Approved changes to baseline software and/or documentation shall be made properly and consistently in all products, and no unauthorized changes are to be made</p> <p>E. The quality of work products developed and delivered by Contractor's sub-contractors</p> <p>The Deliverable shall include a DED.</p>
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j. Task 10: Transition and Production Support

Contractor shall provide implementation, maintenance and support of the production DEMS for the period as referenced in the main RFP body and as stipulated per County standard terms and conditions. Additionally, contractor will provide system support until all the stipulations below are met and the System has been accepted by the County.

Contractor shall provide the following sub-tasks and deliverables:

Task 10. System Warranty Sub-Tasks and Deliverables

Task #	Sub-Task Name	Descriptions	Deliverables
10.1	Software Transition Planning	Contractor shall provide a comprehensive Production Support and Transition Plan (Software Transition Plan) complying with IEEE 12207.2, section 5.3.3 - system architectural design.	<p>The Software Transition Plan will describe how the Contractor intends to support DEMS and transition that support over to the responsible County entities. This should include a description on how to ensure the County resources are capable to support the system.</p> <p>Proposer shall submit a sample Production Support and Transition plan with its proposal response.</p>
10.3	System Acceptance	<p>There shall be one (1) System Acceptance event for DEMS. This System Acceptance event will mark the end of successful Production and Support and the beginning of Maintenance and Operations. Conditions for System Acceptance shall include:</p> <p>A. Change configuration and release management shall be able to be provided by the County.</p> <p>B. The County shall be able to provide</p>	<p>Once all System Acceptance conditions have been met, Contractor shall provide to the County for approval, a System Acceptance document that shall include a final Requirements Traceability Matrix identifying all System requirements allocated to current, in-production System components. Sign-off of this document by the County will constitute System Acceptance and trigger the beginning of Maintenance and Operations.</p>

		<p>application maintenance, development and testing immediately after acceptance of DEMS without Contractor's intervention.</p> <p>C. All ownership of licenses, code developed for the project, and maintenance contracts shall be transitioned from Contractor to the County.</p> <p>D. The resolution of all documented Contractor-responsible deficiencies as stipulated through the approved defect and issue tracking process.</p> <p>E. DEMS successfully performs in the production environment for a period of one hundred and eighty (180) consecutive business days without any level 1 or level 2 deficiencies.</p> <p>F. All integrations have been run successfully three (3) times without any level 1 or level 2 deficiencies.</p> <p>G. Knowledge transfer and training for end users and technical support staff has been provided.</p> <p>H. The successful completion of all other work breakdown structure</p>	
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		elements, tasks, and deliverables as specified in the Contractor project schedule as approved by the County.	
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6. Proposed Deployment and Project Timeline

The Proposer should assume an end of 2023/early 2024 implementation start date. The Proposer should include a realistic timeline for implementing the solution and helping the County achieve the goals outlined in this RFP in its proposal. The County is open to roll-out phasing recommendations provided by Proposers.

E. CORPORATE MINIMUM QUALIFICATIONS

The County is seeking a bidder that has experience implementing a DEMS for organizations of similar size, scope, and complexity identified in this RFP. Specifically, Bidder needs to provide evidence in response to this RFP of the following corporate minimum qualifications:

1. Three (3) distinct state, county or city-level successful completed Criminal Justice DEMS implementations within the past five (5) years, one (1) of which has been in production for at least one (1) year;
2. One (1) implementation in a multi-agency Criminal Justice governmental entity;
3. One (1) implementation with multiple integrations to third party Law Enforcement systems;
4. One (1) implementation across multi-agencies/departments, minimally including two (2) of the following agency types: Prosecution, Defense, Law Enforcement, and Probation.

F. PROJECT TEAM

The County seeks a team with experience and knowledge of the processes outlined in this RFP and the Statement of Work. Bidder must demonstrate that project team members assigned to the project possess the experience, education, knowledge, and skills require to perform the work described in this RFP.

Bidder shall provide proposed Key Personnel and submit experience summaries and detailed resumes for each of the Key Personnel. The County anticipates that the Proposer will propose a project team composed of the best-qualified staff for the Contract. The County has designated four (4) positions as Contractor Key Personnel:

1. Contractor Project Manager

The Contractor Project Manager will be responsible for the day-to-day management of the Contract services, including overall performance and Contract compliance. The Contractor Project Manager starts at Contract Award.

The Contractor Project Manager responsibilities shall include the following:

- a. Act as primary interface with the County Project Team
- b. Provide day-to-day management of the Project including overall performance and Contract compliance
- c. Provide day-to-day management and direction of Contractor resources assigned to the Project

- d. Manage the Project to the current work plans and coordinate the availability of scheduled resources to the Project
- e. Manage all Project resources and ensure that appropriate resources are available throughout the life of the Contract(s)
- f. Establish and maintain regular communications with the County Project Director
- g. Provide the County Project Team with written status reports, and keep them informed of project progress versus the work plans
- h. Maintain issue reporting, tracking, escalation, and resolution procedures
- i. Conduct ongoing reviews with the County Project Team members and ensure issue escalation procedures are followed and issues are resolved
- j. Identify any potential problem areas, recommend solutions, and work closely and cooperatively with the County Project Director to resolve issues quickly and fairly
- k. Inform the County Project Management of any issues that might cause Project delays
- l. Follow approved change management procedures
- m. Prepare budgetary updates based on the schedule of payments
- n. Monitor and maintain the Contract's financial budget
- o. Ensure the timely development and delivery of quality Project Deliverables
- p. Monitor and maintain the development and implementation schedules
- q. Analyze progress and suggest changes as deemed appropriate
- r. Oversee preparation of all documents, correspondence, and meeting agendas
- s. Develop and implement a quality assurance process to ensure all objectives are met, milestones are achieved, and stakeholders are satisfied
- t. Institute and maintain quality control over all deliverables submitted for review

2. Senior Architect (Technical Lead)

The Senior Architect (or Technical Lead) is responsible for facilitating the system design, configuration, modification and implementation process in conjunction with County IT professionals and ensuring that appropriate technical resources are available to the DEMS Project team. The Senior Architect starts at Contract Award.

The Senior Architect responsibilities shall include the following:

- a. Design software application that is:
 - i. Secure
 - ii. Reliable
 - iii. Scalable

iv. Performance driven for high-throughput

- b.** Design customer-driven, software solutions with re-use, security, extensibility, and scalability in mind
- c.** Design the software to operate within the County's existing environment as identified under the Design Constraints and Environment Section of the Technical Requirements Tab on Attachment A - RTM
- d.** Provide accurate estimates of hours, budget, schedule, resources for development of features and functionality
- e.** Plan and prioritize software functionality, using an iterative approach, within the realm of business and customer requirements
- f.** Design and create functionality based on supplied functional and technical specification or requirements
- g.** Design database structures and high-level algorithms
- h.** Maintain necessary documentation to ensure the consistency of applications and components with respect to the organization's architectural direction
- i.** Mentor lower level team members in best practices, troubleshooting source code related issues
- j.** Ensure modifications meet development standards, functional specifications, and are easily maintainable
- k.** Manage integration, testing, and verification of functionality when developers deliver code
- l.** Lead the set up and utilization of tools that support the development and deployment processes
- m.** Assist Infrastructure Teams with the configuration of Development, Test, Stage and Production environments
- n.** Define and execute software configuration management and deployment processes
- o.** Ensure technology reviews are planned, executed, and delivered on schedule
- p.** Ensure adherence to the processes and procedures documented in the project plans
- q.** Manage technical resources to ensure all technical issue resolutions are expedited

3. Software Integration Manager

The Software Integration Manager is responsible for overseeing the software development, configuration modification, integration development, and testing of the Proposer's software solution and ensuring that appropriate technical resources are available to the DEMS Project Team. The Software Integration Manager starts at Contract Award.

The Software Integration Manager responsibilities shall include the following:

- a.** Interface primarily with the County Technical Lead and Project Director
- b.** Ensure the solution requirements are fully incorporated into the solution
- c.** Oversee the software development process and ensure timely, iterative deliveries

- d. Work with other County technical staff and also in cooperation with the County Security Office design and deliver the solution defined in this RFP
- e. Manage the software development staff, interacting with the Quality and Testing teams, and managing the software build and configuration management processes
- f. Track project plans and lead the development team to meet delivery dates
- g. Provide accurate estimates for development of features and functionality

4. Digital Evidence Management Subject Matter Expert (SME)

The Digital Evidence Management SME serves as the liaison between the County justice agencies users (business users) and the Contractor's project team. The SME will be responsible for providing critical domain expertise to the Contractor's project team and information and guidance on the latest industry trends, standards and best practices to the County stakeholder staff.

The Subject Matter Expert responsibilities shall include the following:

- a. Act as the Contractor's primary digital evidence management expert on digital evidence management best practices, industry standards and trends
- b. Provide Contractor's primary interface to the County business users
- c. Clarify and communicate requirements between technical and business team members

In some cases, the Digital Evidence Management SME requirements may be met by one (1) of the other three (3) Key Personnel. If so, please so indicate when completing the required information.

G. ANCILLARY REQUIREMENTS

1. Contract Completion Criteria

The contract resulting from this RFP will be considered complete when the County has approved and accepted all assigned contract milestones.

2. Milestone Acceptance Criteria

All concluded work must be submitted to the County for review and approval or rejection. Payment for all tasks performed under this RFP will be based on milestones. It will be the County's sole determination as to whether any tasks have been successfully completed and are acceptable.

Throughout the contract term, the County will review and validate the services performed. In addition, the County Representative will verify and approve the Contractor's invoices. The County reserves the right to review payments to designated subcontractors to ensure compliance with applicable contractual and legal requirements. Signed acceptance is required from the County Representative prior to submission of an invoice for payment.

Milestone acceptance criteria consist of the following:

- a. Milestone-specific Deliverables, Activities and Key Artifacts were completed as described in this RFP.
- b. Plans, schedules, designs, documentation, digital files, photographs, and reports (deliverables) were completed as specified and approved.

- c. All deliverable documentation and artifact gathering have been completed.
- d. All deliverables are in a native format that will allow the County to maintain and modify on a go-forward basis.
- e. If a Milestone is not accepted, the County will provide the reason, in writing, within ten (10) business days of receipt of the milestone specific deliverable. If the deliverable is of such complexity that additional time is required, the County will so notify the Contractor within the ten (10) business day period and include an estimated date by which Contractor can expect a response.

3. Deliverable and Acceptance Process Response

In its response, Proposer shall agree to provide each listed Deliverable. If Proposer does not agree to provide a given deliverable, an explanation shall be provided. The deliverable acceptance and approval processes are outlined below, unless otherwise mutually agreed upon between the County and Contractor in a Deliverable Expectation Document (DED):

- a. Contractor shall deliver all deliverables to the County, accompanied by a Deliverables Acceptance Form, by the delivery date, as established in the Project Management Plan. If Contractor is unable to meet the established delivery date, it shall provide the County with written notice at least two (2) weeks prior to the delivery date. Such notice shall specify the proposed new delivery date.
- b. Unless otherwise noted, the County will review the deliverable within ten (10) Business Days of receipt of the Document Deliverable and issue to Contractor a Review Record which either:
 - 1. Indicates that the County has accepted the deliverable; or
 - 2. Documents the County's comments on where and how the deliverable fails to conform to the relevant specifications.

Should the County not accept the deliverable, or if no changes or comments are requested within the specified acceptance review period, Contractor Project Manager shall escalate the delay in deliverable acceptance to the County's Project Manager for follow-up and action. Contractor Project Manager will assess any potential delays and provide this information as a part of the escalation process. If Contractor does not deliver the deliverable by the established delivery date, the ten (10) Business Day period (unless otherwise noted) will be extended by the period reasonably required by the County to reallocate resources to perform the review.

- c. If the Review Record indicates that the County has not accepted the deliverable, Contractor shall, within three (3) Business Days from the time the County delivers the Review Record, respond in writing addressing the points raised by the County in the Review Record and, as appropriate, amend the deliverable.
- d. The County shall, within ten (10) Business Days of receiving written response to the points raised in the Review Record and/or the amended deliverable, notify Contractor in writing that the County considers that:
 - 1. All the points raised in the Review Record have been addressed and/or amendments have been incorporated into the deliverable and that the County accepts the deliverable; or
 - 2. Not all the points raised in the Review Record have been addressed and/or not all the amendments have been incorporated into the deliverable, in which case the County will provide a revised Review Record documenting its further comments on the deliverable.

- e. The parties shall repeat the above processes until the County accepts the deliverable per the acceptance process for deliverables.

Contractor shall prepare and submit a Deliverable Expectation Document (DED) for each deliverable identified within this RFP. The DED shall include deliverable purpose, approach/key activities completed, confirmation that it is in a format that will allow for the County to maintain and modify on a go-forward basis, and the deliverable acceptance criteria. Contractor shall provide the DED to the County for approval prior to providing the subject deliverable.

4. Change Request

The County and Contractor may, at any time by a written Change Request, request changes within the scope of the Agreement if the County Project Sponsor and the Contractor Project Manager mutually determines that such changes are necessary to the successful accomplishment of the Project. Such changes may include, without limitation, revisions or additions to the Project Deliverables and services. Any additional tasks, services, or Deliverables must be within the original Scope of Work as outlined in this Agreement. Contractor may not perform unrelated services that do not fulfill the Scope of Work. The amount of funding for any additional tasks, services, or deliverables is subject to the County's approval in accordance with its policies and procedures. All Change Requests shall be subject to requirements and limitations in applicable federal and state Law.

The parties shall follow the County contract amendment process to account for any significant increases or decreases in the contract value, or material changes to the Statement of Work or rights or duties of the parties in this Agreement, as a result of an approved and executed Change Request.

5. Change Request Proposal

The County will provide Contractor with Change Request containing a detailed statement of the purpose, objective, or goals to be undertaken by Contractor pursuant to the Change Request. The Contractor shall respond in writing to a Change Request within five (5) business days of receipt or as otherwise agreed to by the parties, advising the County of any cost and scheduling impacts.

When the Change Request involves a cost impact, Contractor shall advise the County in writing of the following:

- a. The details regarding the job classifications and approximate skill levels of the personnel necessary to effectuate the work detailed in the Change Request;
- b. Identification of all Deliverables and services to be provided by Contractor pursuant to the Change Request;
- c. The time schedule for the completion of the work detailed in the Change Request; completion criteria for the work to be performed;
- d. The name and identification of Contractor personnel to be assigned;
- e. Contractor's work hours required to accomplish the purpose, risks, objective, or goals; and
- f. Contractor's total cost for the Change Request.

In addition, the Contractor shall break out costs for each Change Request, at a minimum, as follows:

- a. By month the service is performed or the Equipment, Hardware, Software is received;
- b. Identified as one-time or recurring costs. Recurring costs must be identified as monthly, annual, or other frequency;
- c. Total costs for Change Request must be summarized by state fiscal year, including any future fiscal year costs the County shall incur to maintain the Change Request; and
- d. Costs for future fiscal years must be identified at the same level of detail as current fiscal year (i.e., labor, maintenance, license, or similar descriptions).

The County will not pay for Contractor's efforts in responding to a Change Request. The Contractor shall be paid for work under a Change Request based upon the fixed cost shown in the Change Request at the time of approval by an authorized signatory for the County.

6. Dispute Resolution Process

Disputes shall be administered in accordance with the procedures outlined in this Section. During any dispute, Contractor shall continue with the responsibilities under this Agreement, unless directed otherwise by the County in writing. Disputes do not include the Contractor's failure to perform any requirements under this Agreement, and this Agreement may be terminated by the County with or without cause without following the dispute process.

- a. The parties shall deal in good faith and attempt to resolve disputes informally. If the dispute cannot be resolved informally, Contractor shall submit a written dispute notice to the County's Project Representative within fifteen (15) calendar days after the date of the action causing the dispute or following the failure of informal resolution. The written dispute notice shall contain the following information:
 1. The decision, issue, or actions under dispute;
 2. The reason(s) Contractor believes the decision or position taken by the County is in error (if applicable, reference pertinent Contract provisions);
 3. The identification of all documents and substance of all oral communications which support Contractor's position; and
 4. The dollar amount in dispute, if applicable.
- b. Within fifteen (15) calendar days after receipt of the dispute notice, the County's Project Representative shall issue a written decision regarding the dispute. The written decision shall respond to all relevant points in the dispute notice and include the following information:
 1. A description of the dispute;
 2. A reference to pertinent Contract provisions, if applicable;
 3. A statement of the factual areas of agreement or disagreement; and
 4. A statement of the Project Representative's decision with supporting rationale.
- c. Pending the final resolution of any dispute arising under, related to, or involving this Agreement, Contractor agrees to diligently proceed with the performance of this Agreement, including the delivery of goods or providing of services in accordance with the County's instructions. The Contractor's failure to diligently proceed in accordance with the County's instructions shall be considered a material breach of this Agreement.

7. Suspension of Work

County unilaterally may order the Proposer, in writing, to suspend, delay or interrupt all or any part of the work for such period of time as they may determine to be in the best interest of the County.

8. Notice of Suspension of Work

County will give notice of suspension of work and effective date as written notice at least two (2) working days in advance will be given prior to effective date. Reduction in payment during a suspension period will be calculated on a prorated basis of the proportion of the monthly rate listed on the Proposal Form.

9. Staffing Requirements

Contractor shall assign a sufficient number of employees to perform the required work as specified in the Statement of Work within the agreed upon project timeline. It is the Proposer's responsibility to determine and furnish the total staff-hours.

10. Background Checks

Contractor must provide Confidentiality and Backgrounds Checks for all employees, agents, subcontractors, or others performing work under this Contract by the later of ten (10) days from Contractor's execution of the Contract or two (2) days from execution by County. Contractor shall confirm that all individuals working on or with access to County data shall complete and pass a background check. The County may request a summary of any background check to the extent applicable to the services provided by the contract and allowed by law.

11. Confidentiality Statement

Contractor agrees to protect the personal information of all County consumers and employees. Contractor acknowledges that by contracting with the County, Contractor waives any reasonable expectation of privacy in the Contract information, name, and signature provided herein.

All financial, statistical, personal, technical, and other data and information related to the County's operations that are not publicly available and that become available to Contractor shall be protected by Contractor during or after its relationship with the County from unauthorized use and disclosure. Contractor agrees that Contractor shall not use any confidential information for any purpose other than carrying out the provisions of the Agreement. Nothing in the Agreement will prohibit or limit either Party's use of information (i) previously known to it without an obligation not to disclose such information, (ii) independently developed by or for it without use of Confidential Information, (iii) acquired by it from a third-party which was not, to the receiver's knowledge, under an obligation not to disclose such information, or (iv) which is or becomes publicly available through no breach of the Agreement.

Confidential information includes, but is not limited to, all non-public information, including proprietary information about the County, which includes, without limitation: the deliverables; trade secrets; know-how; concepts; methods; techniques; designs; drawings; specifications; computer programs, including the County's software; support materials; information regarding the County's business operations and plans; client, customer, or supplier lists; pricing information; marketing plans or information; or other records concerning the County's finances, contracts, services, or personnel.

At the conclusion of its relationship with the County, Contractor shall return any and all records or copies of records relating to the County, or its business, or its confidential information. Contractor shall take such steps as may be reasonably necessary to prevent disclosure of confidential information to others and shall not disclose confidential information to others without the prior written consent of the County. Contractor agrees that confidential information disclosed to it under the terms of this Agreement may be disclosed only to its employees or agents who have a need to know such confidential information.

This provision not to disclose confidential information will continue to apply after termination of this Agreement, and until such time as the confidential information becomes public knowledge through no fault of Contractor. Contractor will report to the County any and all unauthorized disclosures of confidential information. Contractor acknowledges that any publication or disclosure of confidential information to others may cause immediate and irreparable harm to the County, and if Contractor should publish or disclose confidential information to others, the County shall be entitled to seek injunctive relief or any other remedies to which it is entitled under law or equity without posting a bond.

12. Reassignment of Personnel

The Contractor shall not reassign personnel assigned to the contract during the contract term without prior written approval of the County. If a Contractor employee is unable to perform duties due to illness, resignation, or other factors beyond the Contractor's control, the Contractor shall make every reasonable effort to provide suitable substitute personnel.

Substitute personnel shall not automatically receive the hourly rate of the individual or position being replaced. The Contractor must submit resumes for review, in advance, for all proposed personnel substitutions. All Contractor personnel substitutions must be approved in writing by The County Representative. Failure to receive the required approvals may result in termination of the contract.

13. Discipline or Discharge of Employees

Any Proposer's employee whose employment or performance is objectionable to the County shall be immediately removed from the contract assignment at the request of the County. A request by the County to remove an employee shall not constitute an order to discipline or discharge the employee from Proposer's employment. All actions taken by the Supplier regarding employee discipline shall be at the sole discretion of the Supplier. The County shall be held harmless in any disputes the Supplier may have with the Supplier's employees. This shall include, but is not limited to charges of discrimination, harassment and discharge without just cause.

14. Pricing Adjustment Clause

Prices bid are to be the maximum charged for the period of the contract, including any periods in which the contract is extended. However, you may increase the rates set forth herein in proportion to any statutory increases which may be required by federal, state or local law commencing upon the effective date of such increase, including any increase which may be necessary due to the passage of any federal or state law mandating benefits for employees. These charges include, but are not restricted to, Workers' Compensation Insurance, FICA, SUI and FUI increases. Such increases will be limited to the amounts or percentages common to the industry in the Santa Barbara County area, and will not be allowed to the extent your experience rating exceeds the industry average for the Santa Barbara County area. You will not increase the quoted prices during the term of the Contract without request and approval.

Not less than 120 calendar days prior to the end of each contracted term, Proposer may request in writing a price escalation and substantiate this request. No increase of any kind will be allowed without the advance written consent.

The County reserves the right to either accept or reject in writing Proposer's request for a price escalation as part of the County's consideration for the contract extension. In the event that the County rejects Proposer's request for price escalation, the contract shall automatically be extended at the current rates for an additional 90 days beyond the existing termination date.

15. Vendor Questions

The County will accept written questions for clarifications on this RFP via [Public Purchase](#) no later than 2 p.m. Day and Date. The County will publish answers to the questions on Day and Date.

16. Additional Requirements

Please refer to **Attachment E** for additional Responder requirements for this RFP. This includes terms and conditions in the event of any future contract, which are included in the County's standard Template for Agreement for Services of Independent Contractor (**Attachment F**).

H. GENERAL CONDITIONS

1. Prime Responsibility

The selected Proposer(s) will be required to assume full responsibility for all services and activities offered in its/their proposal(s), whether or not provided directly. The County will consider the selected Proposer(s) to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

2. County Personnel

The County shall ensure appropriate resources are available to perform assigned tasks, attend meetings, and answer questions. Additionally, the County will identify and provide access to Subject Matter Experts to assist in the development of technical requirements. Specific duties will include:

- a. Monitoring Contractor's performance in the daily operation of this Contract.
- b. Providing direction to Contractor in areas relating to policy, information and procedural requirements.
- c. Preparing Amendments in accordance with the Contract

County Project Director: County's Project Director will be responsible for ensuring that the objectives of this Agreement are met. County's Project Director will have the right at all times to inspect any and all Work provided by or on behalf of Contractor. Unless specified otherwise, County's Project Director shall also include his/her authorized designee.

County Project Manager: County's Project Manager will be responsible for ensuring that the technical, business and operational standards and requirements of this Agreement are met. County's Project Manager will interface with Contractor's Project Manager on a regular basis. County's Project Manager will report to County's Project Director regarding Contractor's performance with respect to business and operational standards and requirements of the Agreement.

All County personnel assigned to this Agreement shall be under the exclusive supervision of County. Contractor understands and agrees that all such County personnel are assigned only for the convenience of the County. Contractor hereby represents that its price, Project Schedule, Project Plan and performance hereunder are based solely on the work of Contractor's personnel, except as otherwise expressly provided in this Agreement.

3. Assurance

Any contract awarded under this RFP must be carried out in full compliance with all applicable county, state and federal laws and regulations. Prior to executing an agreement, the Proposer will be required to provide evidence substantiating the necessary skill to perform the duties through the submission of references.

4. Independent Contractor

In performance of the work, duties and obligations assumed by the Proposer, it is mutually understood and agreed that the Proposer, including any and all of the Proposer's officers, agents and employees, will at all times be acting and performing in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner or associate of the County of Santa Barbara.

5. Non-Discrimination

The County prohibits discrimination in employment or in the provision of services because of race, color, religion, religious creed, sex, age, marital status, sexual orientation, gender expression, ancestry, national origin, political affiliation, physical disability or medical condition. This clause does not require the hiring of unqualified persons.

6. Evaluation

The County reserves the right to reject any and all proposals; to negotiate specific terms, conditions, compensation, and provisions on any contract(s) that may arise from this solicitation; to waive any informalities or irregularities in the proposals; and to accept the proposal(s) that appear(s) to be in the best interest of the County. In determining and evaluating the proposals, costs will not necessarily be controlling; the experience of those who will be providing services, quality, equality, efficiency, utility, suitability of the services offered, and the reputation of Proposers will be considered, along with other relevant factors.

7. Error in Proposals

Respondents are cautioned to verify their proposals prior to submission. Negligence on the part of the vendor in preparing the proposal confers no right for withdrawal or modification of the qualifications

8. Exclusion from Consideration

Any proposal received after the submission time and date identified in Section C of this RFP will be rejected. The County does not prescribe the method by which the proposal is transmitted, therefore, it cannot be held responsible for any delay or excessive damage, regardless of reason, in the transmission of qualifications. The County encourages proposers submit proposals ahead of the deadline.

9. Incurred Costs

The County of Santa Barbara will not be liable in any way for any costs incurred by respondents in replying to this RFP.

10. Termination of Contract

The County Purchasing Division may, by giving ten (10) days written notice to the Contractor, terminate this contract. Due cause for termination shall be, but not limited to, failure to deliver within a reasonable time period, failure of the services to meet specifications and/or for reasons of unsatisfactory service.

11. Non-Appropriation

The County cannot obligate funds beyond any one fiscal year. Any Contract that may be entered into by you and us is therefore contingent upon the appropriation of sufficient funds and/or authority to carry out its provisions. Should funds not be available, we may terminate the Contract at the end of the fiscal year by giving you thirty (30) days' notice. The termination shall be effective without penalty and without liability to the County beyond the fiscal year in which the notice is given. Our decision as to what constitutes sufficient funding will be final.

12. Clarification and Withdrawals

The County reserves the right to:

- a. Request clarification of any submitted information;
- b. Not enter into any agreement;
- c. Not to select any Proposer;
- d. Amend or cancel this process at any time; and/or
- e. Interview Proposers prior to appointment and request additional information during the interview.

13. Terms and Conditions

Qualified Proposers must be prepared to enter into an Independent Contractor Agreement, a sample of which is attached as Attachment F to this RFP. Please review the details of Attachment F carefully. By reference, it incorporates many standards, terms and conditions required as part of this agreement. The County intends to award contracts substantially in the form of the sample agreement to the selected Proposer(s). Portions of this RFP and the vendor's proposal may be made part of any resultant contract and incorporated in the agreement.

14. Intent to Award

A notification of Intent to Award will be posted on Public Purchase. Award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Contractor(s) unless an agreement is reached. If contract negotiations cannot be concluded successfully, the County may negotiate with the next highest scoring Contractor or withdraw the RFP.

15. Insurance

Prior to commencement of services, the Proposer must provide evidence of the following insurance coverages (naming the County of Santa Barbara as additional insured): Worker's Compensation, Commercial General Liability, and Automobile Liability as outlined in Attachment F of the sample contract. The Proposer(s) will be required to maintain the required coverages, at his/her sole cost and expense, throughout the entire term and any subsequent renewal terms of the agreement.

I. MANDATORY RESPONSE REQUIREMENTS

Proposals must include the following information, documents, and materials and must be submitted in the following format, including heading descriptions:

- Table of Contents
- Cover Letter

- Required Support Documents for Limited Liability Companies
- Executive Summary (Section A)
- Proposers Qualifications (Section B)
- Proposed Services (Section C)
- Terms and Conditions (Section D)
- Fee Schedule

1. Table of Contents

The table of contents shall outline all components of the proposal, including a clear definition of each, identified by sequential page numbers and the proposal section numbers prescribed below.

2. Cover Letter

On your company letterhead, which includes your company's legal name, address, telephone number and website, explain why you are submitting a proposal and include the information for your primary point of contact. Responders may use this letter to provide any other overall background information related to their proposal. The cover letter should not exceed one (1) page in length and must be signed by an individual(s) who is/are authorized to bind the proposer contractually.

3. Required Support Documents for Limited Liability Companies

The Proposer must provide evidence of the following insurance coverages (naming the County of Santa Barbara as additional insured): Worker's Compensation, Commercial General Liability, and Automobile Liability as outlined in Attachment F of the sample contract. The Proposer(s) will be required to maintain the required coverages, at his/her sole cost and expense, throughout the entire term and any subsequent renewal terms of the agreement.

4. Executive Summary (Section A)

The Executive Summary condenses and highlights the contents of the Proposer's Business Proposal to provide the County with a broad understanding of the Proposer's approach, qualifications, experience and staffing.

The Executive Summary shall describe the salient features of the proposal, provide a broad understanding of the entire proposal and facilitate the evaluation of the proposal by the County. The Executive Summary shall include conclusions and generalized recommendations. This summary shall not exceed ten (10) pages. The Executive Summary shall include the following items:

- a. A discussion that demonstrates that the Proposer understands the nature and purpose of this RFP; the County's objectives, environment, and business needs;
- b. A summary discussion and diagram(s), if appropriate, of the proposed Solution, documentation of Proposer's assumptions and a description showing that the Solution meets all aspects of the requirements;
- c. An overview of the proposed system architecture, operating system(s), application software and a detailed description of the benefits that can be expected by implementing the proposed Solution and how those benefits can be quantified; and
- d. The Proposer's description of the County's precise role and responsibilities in the proposed project.

5. Proposer's Minimum Qualifications (Section B)

To demonstrate that the Proposer's organization has the experience and financial capability to perform the required services, the following sections shall be included:

a. Proposer's Company Overview

Provide a Company Overview containing general information about your company, including:

1. Description of your company and its legal structure
2. Number of years in business and any recent mergers or acquisitions

3. Office locations and geographical markets served
4. Names and titles of key leadership and summaries of their experience
5. Organizational chart and number of employees on company payroll
6. Years your company has performed, and count of, similar projects

b. Proposer’s Background and Company Experience (Section B.1)

Proposer shall include in its proposal a statement of relevant experience. The Proposer shall thoroughly describe, in the form of a narrative, its experience and success, as well as the experience and success of its subcontractors, if applicable, in providing and/or supporting the proposed System.

For each of the following four (4) items, Proposer shall provide client name(s) and current contact information on the reply form provided as **Attachment C** for similarly scaled DEMS implementation(s) of the proposed solution(s) in production that comply with the stated criteria:

1. Three (3) distinct state, county or city-level successful completed implementations within the past five (5) years, one (1) of which has been in production for at least one (1) year;
2. One (1) implementation in a multi-agency/department governmental entity;
3. One (1) implementation with multiple integrations to third party systems;
4. One (1) implementation across multi-agencies/departments, minimally including two (2) of the following agency types: Prosecution, Defense, Law Enforcement, and Probation.

c. Proposer’s Key Personnel (Section B.2)

Bidder shall provide proposed Key Personnel and submit experience summaries and detailed resumes for each of the Key Personnel in a consistent format that meet the below minimum requirements. Each resume must include the total duration in years and months for each job experience submitted and a complete description of the relevant experience, including identification of the client, client contact information (name, email, phone number), name of the project, roles and responsibilities of the individual, and types of services provided by the individual. In addition, experience referenced for the proposed Contractor Key Personnel must be within the last five (5) years.

The minimum requirements for each Contractor Key Personnel is as follows:

1. Contract Project Manager

Experience	Minimum	Ideal
Experience directing and overseeing all phases of a software integration project including, but not limited to, projects involving developing multiple business views, integration with third party software (i.e. e-mail, calendaring, etc.), interfacing with other systems and databases and training, customer service	5 Years	8 Years
Worked as the Project Manager on comparable projects	5 Years	10 Years
Project experience, in the PM role for county, state, or federal government systems	N/A	3 Years
Project Management Institute (PMI) Project Management Professional (PMP) Certification	Yes	N/A
Education: Baccalaureate from an accredited college/university. Additional qualifying experience may be substituted for the required education on a year-for-year basis.	Yes	N/A

2. Senior Architect (Technical Lead)

Experience	Minimum	Ideal
Experience in the role of Senior Architect (Technical Lead) as defined in Section V. Project Team	3 Years	5 Years
Senior Architect experience, defined as performing tasks defined in the Project Management Body of Knowledge, for a similar system integration project(s)	2 Years	3 Years
Worked as the Senior Architect in the design and development of comparable projects deployed to production for end users, which are equal or greater than listed in the project requirements.	2 Years	3 Years
Configuration design experience with the hardware/software defined by the Contractor	2 Years	5 Years
Implementation and tuning experience with the solution proposed by the Contractor	2 Years	5 Years
Database design experience with the solution proposed by the Contractor	2 Years	5 Years
Customization and configuration experience with the solution proposed by the Contractor	2 Years	5 Years
Project experience, in the Senior Technical Architect role for county, state or federal government systems	N/A	2 Years
Education: Baccalaureate from an accredited college/university. Additional qualifying experience may be substituted for the required education on a year-for-year basis.	Yes	N/A

3. Software Integration Manager

Experience	Minimum	Ideal
Experience in the role of Software Integration Manager as defined in Section V. Project Team	3 Years	5 Years
Worked as the Software Integration Manager in the design and development of comparable projects deployed to production for end users, which are equal or greater than listed in the project requirements.	2 Years	3 Years
Experience leading development teams of a system integration project	2 Years	6 Years
Implementation and tuning experience with the solution proposed by the Contractor	2 Years	6 Years
Customization and configuration experience with the solution proposed by the Contractor	2 Years	6 Years
Project experience, as the Software Integration Manager for county, state or federal government systems	N/A	2 Years
Education: Baccalaureate from an accredited college/university. Additional qualifying experience may be substituted for the required education on a year-for-year basis.	Yes	N/A

4. Digital Evidence Management Subject Matter Expert

Experience	Minimum	Ideal
Operational experience in multiple roles within a digital evidence management and office management setting	5 Years	10 Years
Experience in the use of digital evidence management systems in a large volume criminal justice system with multiple office locations	2 Years	3 Years
Experience in a county, state or federal government criminal justice system.	N/A	Yes
Education: Baccalaureate from an accredited college/university. Additional qualifying experience may be substituted for the required education on a year-for-year basis.	Yes	N/A

d. Proposer's References and Contracts (Section B.3)

Complete and include Exhibits 1 and 2 to Attachment C. It is the Proposer's sole responsibility to ensure that the firm's name and point of contact's name, title and phone number for each reference is accurate.

1. Exhibit 1 (Prospective Contractor References)

Proposer shall provide references from at least three (3) current clients for which the Proposer provided the same or similar work as set forth in this RFP with systems similar in size and complexity to that of the County of Santa Barbara procured hereunder. The references shall be able to speak to

the Proposer's services provided within the last five (5) years.

2. Exhibit 2 (Prospective Contractor List of Terminated Contracts)

Proposer shall include a listing of all contracts terminated within the past three (3) years with a reason for termination.

It is the Proposer's sole responsibility to ensure that the firm's name and point of contact's name, title and phone number for each reference is accurate. County may, at its sole discretion, either disqualify a Proposer or deduct evaluation points if:

- a. References fail to substantiate the Proposer's description of the work provided; or
- b. References fail to support that the Proposer has a continuing pattern of providing capable, productive and skilled personnel, or
- c. County is unable to reach the point of contact with reasonable effort.

It is the Proposer's responsibility to inform the point of contact of normal business hours.

e. Proposer's Financial Capability (Section B.4)

Submit your company's most recent audited or reviewed financial statements as an attachment to your proposal. Describe what these financial statements demonstrate about the viability and stability of your company. If audited or reviewed financial statements are not available, provide an explanation as to why and submit internal balance sheets and income statements for the last three (3) years.

f. Proposer's Pending Litigation and Judgements (Section B.5)

Identify by name, case and court jurisdiction any pending litigation in which Proposer is involved, or judgments against Proposer in the past five (5) years. Provide a statement describing the size and scope of any pending or threatening litigation against the Proposer or principals of the Proposer.

6. Proposed Services (Section C)

In Section C of the Business Proposal, Proposer shall describe the services to be provided under the resultant Contract, as provided below.

a. Proposer's Methodology and Roadmap (Section C.1)

In Section C.1 of the Business Proposal, Proposer shall provide a project timeline and describe the approach and methodology the Proposer intends to utilize to fulfill the requirements of this RFP, including the Statement of Work. The Proposer's approach and methodology shall clearly demonstrate that the Proposer accepts and meets all requirements of this RFP.

This subsection shall contain a narrative describing the Proposer's overall Solution in relation to how the proposed Solution will meet the County's stated business goals and objectives. The County requests that the Proposers "tell the story" of what they will deliver, how they are planning to do it, what role they expect the County to play and the outcomes the County can expect upon completion of major project phases. This shall also include an explanation of where the Proposer expects work to be performed; how much time they expect to spend on-site at Santa Barbara County facilities and how much off-site. For example, Proposer shall minimally provide the following information:

1. An implementation methodology that explains the approach, including the list of deliverables, activities, and key artifacts, to the following phases:
 - a. **Planning.** Orientation and planning activities, artifacts, and deliverables;
 - b. **System Designing.** Working with the County to understand its current processes, configuration needs, security alignment and usage;
 - c. **Testing.** User Acceptance and End-to-end testing;

- d. **Knowledge Transfer and Training.** County Resources are trained to maintain and use the solution;
- e. **Go-Live.** Transition of system into production environment
- f. **Production Support.** Technical debt and defect resolution.

The above list is what the County expects as the projected phases for the project. The Vendor may propose different project Milestones if the new proposal provides a better value to the County. The Vendor will include in their response how the new proposed Milestones meet this requirement.

- 2. An implementation Roadmap of the DEMS project. The proposer should assume an end of 2023/early 2024 implementation start date. The Implementation Roadmap must consist of all the high-level tasks and milestones that are needed to complete full implementation. It must capture tasks and key dates. The proposer must include a roll off strategy that will address transition control of DEMS, including all interfaces, to the County.
- 3. How Proposer’s base product(s) already fits the RFP requirements of similar scale and complexity.
- 4. Proposed enhancements to Proposer’s product(s) to fit the RFP requirements
- 5. The Proposer’s approach to working with the County as a partner to achieve “shared goals” and to mitigate the County’s risks. Discussion points relative to partnering shall include:
 - a. Organizational structure - Proposer’s suggested organizational structure for the project, including both Proposer staff and County staff, and the roles they will play, the effort involved in those roles, and the skills necessary to satisfy those roles.
 - b. Shared Risk – Proposed approach to work together with the County as a team to minimize risk to the project, and to absorb an equitable share of the risk.
 - c. Partnering - Proposed approach to work with other vendors whose solutions the County may implement as part of DEMS implementation.
 - Proposed implementation process
 - Expected benefits of the proposed Solution and approach
 - Assumptions and roles
 - System Architecture
 - Conclusion

b. Detailed Responses (Section C.2)

In Section C.2 of the Business Proposal, the Proposer shall provide a response to the requirements identified in Attachment A - RTM and this RFP and shall include the following subsections. If a Proposer is proposing multiple solutions with some functional and/or technical differences, it shall provide an explanation in the narrative below and submit a separate Requirements Traceability Matrix for each proposed Solution.

1. Functional Requirement Response

This section shall contain the Proposer’s narrative response to the functional requirements identified in Attachment A - RTM.

In addition, Vendor must provide narrative responses to the following:

- a. When a minor is arrested, the police report and any updates to the police report must go through Juvenile Probation (a County of Santa Barbara department not otherwise included in this RFP) for review and determination before any evidence or case information is released to DA. Describe how your solution handles the insertion of a separate agency (internal to County of Santa Barbara) into workflows, based on certain criteria. Or, if this step would occur outside of your solution, how your solution would account for this step.
- b. If applicable, describe anything else that sets your solution apart in solving the pain points

described in the Section B (Background), that is not adequately covered in the Requirements Traceability Matrix or the questions above.

2. Technical Requirements Response

This section shall contain the Proposer's narrative response to the technical requirements identified in Attachment A - RTM.

In addition, Vendor must provide narrative responses to the following:

- a. Describe your solution's ability to create and export defined packages/collections/groupings of filtered subsets of evidence items for trials.
- b. Describe your solution's ability to identify failure points that avoid single points of failure.
- c. Describe your solution's downtime per year, recovery strategy and expectations.
- d. Describe how your solution leverages an API-first approach allowing persistent direct or indirect RESTful API access via web service or database management system to disparate agency systems at the Law Enforcement Agency, District Attorney's Office and Public Defender's Office.
- e. Describe any constraints imposed on your solution by compliance to County standards and infrastructures.
- f. Describe your solution's integrated and ad-hoc reporting capabilities.
- g. Describe your solution's ability to mine its data to find data patterns.
- h. If applicable, describe anything else that sets your solution apart in solving the pain points described in the Section B (Background), that is not adequately covered in the Requirements Traceability Matrix or the questions above.

3. Management Requirements Response

This section shall contain the Proposer's narrative response to the requirements identified in this RFP and Attachment A - RTM. It shall include the following subsections:

- a. **Project Management**
This subsection shall include a narrative describing the Proposer's approach to project management including the methodology to be used and a sample Project Plan. This should include time commitment expectations for County resources in total hours and broken down over the phases of the project.
- b. **System Design, Development and Configuration**
This subsection shall include a narrative describing the Proposer's approach to design, development and configuration and a sample System Design and RTM used by the Proposer on another project.
- c. **Security**
This subsection shall include a narrative describing the Proposer's approach to security management and shall include a sample System Security Plan used by the Proposer on another project.
- d. **System Integration**
This subsection shall include a narrative describing the Proposer's approach to system integration and a sample System Integration Plan used by the Proposer on another project.
- e. **Testing**
This subsection shall include a narrative describing the Proposer's approach to testing and a sample Test Plan used by the Proposer on another project.

- f. Knowledge Transfer and Training**
This subsection shall include a narrative describing the Proposer’s approach to knowledge transfer and training and a sample Knowledge Transfer and Training Plan.
- g. System Implementation**
This subsection shall include a narrative describing the Proposer’s approach to implementation; and sample Implementation Plan used by the Proposer on another project or projects.
- h. Risk Management**
This subsection shall include a narrative describing the Proposer’s approach to risk management and shall include a sample Risk Management Plan used by the Proposer on another project.
- i. Quality Control**
This subsection shall include a narrative describing the Proposer’s approach to quality control and shall include a sample Quality Control Plan used by the Proposer on another project.
- j. Production Support and Transition**
This subsection shall include a narrative describing the Proposer’s approach to assisting the County in developing a hyper-care support model which must include an example of the Transition Plan and a roll off strategy.
- k. Deliverable and Acceptance Process Response**
This subsection shall contain the Proposer’s response to the Deliverable and Acceptance Process. The Proposer’s response shall contain an affirmative response to the Deliverable and Acceptance Process. Proposers shall use the exact verbiage from the RFP and insert their responses agreeing to each Deliverable and Acceptance Process.
- l. Software Update Information**
This subsection shall include information around the software’s update or patch application. The Proposer’s response shall contain information on the patch window, patch frequency, release note samples, patch notification widows, and a sample of what the patch communication will look like at a minimum.
- m. Disaster Recovery Plan**
This subsection shall include information around the disaster recovery planning and procedures. The Proposer’s response must include the testing procedures and testing cadence, areas of the system most susceptible to failure or disaster that may result in downtime, recovery processes or steps to take in the event of a downtime event, and recommendations for the County on how to comprehensively and effectively mitigate the risk of a downtime event.

b. Software Licensing and Maintenance Agreements

The Proposer will provide any software licensing, SaaS, maintenance, or third-party agreements that are required to implement the proposed vendor’s solution. Software Licensing resulting from this Bid shall be for a five (5) year period, commencing with the execution of the contract. Include a breakdown of the cost to add new users and any subscription fee changes over the life of the contract.

7. Terms and Conditions (Section D)

It is the duty of every Proposer to thoroughly review the Statement of Work and the Sample Contract to ensure compliance with all terms, conditions and requirements. It is the County’s expectation that in submitting a proposal,

Proposers will accept and comply with, as stated, with County's requirements and the terms and conditions.

a. Statement of Work (Section D.1)

The selected Contractor shall provide and complete all tasks, subtasks, deliverables, goods, services and other work described in the RFP, as such may be modified by County prior to the commencement of the negotiations of the resultant Contract.

Section D.1 of Proposer's response to the RFP shall include a certification of Proposer's acceptance of all requirements specified in this RFP. Failure by the Proposer to provide such certification shall deem its proposal non-responsive, subject to the disqualification from consideration.

County reserves the right to make changes to the Statement of Work, including any Exhibits, Attachments and Schedules thereto, at its sole discretion.

b. Sample Contract (Section D.2)

It is the duty of every Proposer to thoroughly review Appendix C (Sample Contract), including all applicable insurance provisions and any and all Exhibits, Attachments and Schedules thereto, to ensure compliance with all of its terms and conditions. It is County's expectation that in submitting a proposal, Proposers will accept all of the terms and conditions specified in such Appendix C (Sample Contract), as such may be modified by County prior to the commencement of the negotiations of the resultant Contract.

Section D.2 of Proposer's response to the RFP shall include a certification of Proposer's acceptance of all requirements specified in the Sample Contract as set forth in Appendix C (Sample Contract). Failure by the Proposer to provide such certification shall deem its proposal non-responsive, subject to the disqualification from consideration.

County reserves the right to make changes to the Sample Contract, including any Exhibits, Attachments and Schedules thereto, at its sole discretion.

8. Cost Proposal Schedule

Proposers must provide their cost breakdown by completing Attachment D. Specific instructions for completing the workbook are included in on the Instructions tab. The Fee Schedule must include a detailed breakdown for licenses, SaaS hosting, implementation services, data storage/volume, travel, third-party products, optional services, and professional rates. The County encourages proposers to submit these costs based on storage or volume-based license pricing and not on per seat or per user basis. If licenses are not broken down by storage or volume, attach the cost of storage and volume to Attachment D. For labor costs, specify the estimated number of hours. The County will use acceptance criteria for each milestone presented on Attachment D to determine payments. Milestone acceptance criteria can be found on Section G ANCILLARY REQUIREMENTS Part 2. Milestone Acceptance Criteria.

Submittal: Responders must first register on the County of Santa Barbara Public Purchase website at <http://countyofsb.org/gs/purchasing/bids.sbc>.

Successful registration will allow responders to receive updates to the bid process and to upload final submittal packages. Responders must submit the proposal before 2 p.m. **Day and Date**. Hard copy submissions will not be accepted.

Proposals shall be held in confidence and shall not be available for public review until the conclusion of the negotiation process. Thereafter, all proposals shall become public record.

County reserves the right to retain all proposals submitted and use any idea in a proposal regardless of whether that proposal is selected. Proposals will not be returned.

Submission of a proposal indicates acceptance of the conditions contained in this request for proposal unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the County and the Responder selected.

J. EVALUATION AND SELECTION

1. Initial Screening

Proposals will be screened for responsiveness and responsibility in meeting the requirements of this RFP.

2. Scoring Summary

The Evaluation Team will follow a two-stage selection process. The first stage identifies Proposers who are deemed responsive and evaluates their business and software solution proposals. In the second phase, the top three (3) to five (5) potential candidates will be invited to present a demonstration of their proposed solution. Once the demonstrations have been completed, the cost proposal will be factored into the score. The Evaluation Team will determine which Proposer's proposal has the highest combined score for evaluation factors. Proposer with the highest combined score will be declared the "Prospective Contractor" pending final authorization by the County.

3. Adherence to Minimum Qualifications (Pass/Fail)

County shall review each Proposer's responses and determine if the Proposer meets the Minimum Qualifications of this RFP. Minimum Qualifications may be revisited at any time during the review/evaluation process.

Failure by the Proposer to comply with the Minimum Qualifications will eliminate its proposal from further consideration. County may elect to waive any informality in a proposal if the sum and substance of the proposal is present

4. Proposal Submission Evaluation Criteria

Business Proposals that have passed the Minimum Qualifications will be evaluated for quality and evidence provided in support of the Proposer's ability to meet the requirements of this RFP and scored based on the Evaluation Criteria set forth in this Section below. The Evaluation Committee will evaluate and rank proposals to select the top three (3) to five (5) finalists for presentations. In evaluating each reply, the County will consider several factors, including but not limited to, the following evaluation criteria:

Evaluation Criteria	Score
Proposed Qualifications	50
Proposed Platform	400
Proposed Services	300
Demonstrations	50
Cost Proposal	200
Total	1000

a. Proposed Qualifications (5%)

Each Proposer will be evaluated based on information provided in response to Section XI. Mandatory Response Requirements of this RFP. Proposer, including all proposed Consultants, will be evaluated on its experience and capacity as a corporation or other entity to perform the required work based on information provided.

Proposer will be evaluated on the verification of references provided in Section B.2 (Proposer's References and Contracts) of the RFP. In addition to the references provided, a review will include the County's Contract Database and Contractor Alert Reporting Database, if applicable, reflecting past performance history on County or other contracts. This review may result in point deductions up to 100% of the total points awarded in this evaluation category. Additionally, a review of terminated contracts will be conducted which may result

in point deductions. The Proposer’s organization will also be evaluated on its financial capability to perform the required services based on information provided in Section B.3 (Proposer’s Financial Capability).

Finally, Proposers will also be evaluated on any and interview and/or presentation, if appropriate.

b. Proposed Platform (40%)

Each Proposer will be evaluated on its responses and description of solution/approach and methodology the Proposer intends to use to fulfill the requirements set forth in this RFP, based on the information provided in Attachment A - RTM and the Statement of Work, taking into account any conducted interview and/or presentation, if appropriate. The score for this section of the Proposal will be based on Proposer’s responses as they apply, at a minimum, to the Requirement Traceability Matrix, including:

Functional Requirements / Technical Requirements

The functional and technical requirements for the proposed Solution will be scored. Proposers shall refer to Attachment A – RTM or specific functional and technical requirements. The Proposer’s score will be determined based on the approach used to meet each of the functional and technical requirements depending on the following specified criteria:

Approach to Meeting the Requirements

The requirement shall be met by the core proposed platform. This capability exists or is being used in-production elsewhere and can be demonstrated.

The requirement cannot be met.

The requirement shall be met by making programmatic (software development) changes to existing software, developing new software and/or building an interface to the applications listed in this RFP.

The requirement can be met with a third-party software product, other than the core DEMS provided by Proposer. This includes any work required to incorporate the third-party software to operate seamlessly with the Proposer’s DEMS.

Requirements that are met with the “out of the box” approach will receive the highest score, while requirements not in a current or planned future release or that will need customization will receive the lowest score.

c. Proposed Services (30%)

Each Proposer will be evaluated on its description of approach and methodology the Proposer intends to use to fulfill the requirements set forth in this RFP, taking into account any conducted interview and/or presentation, if appropriate. The score for this section of the Business Proposal will be based on Proposer’s responses as they apply, at a minimum, to the Statement of Work, including:

Project Plan

Proposers shall employ, maintain and execute a project management methodology that complies with industry standards. The ability to draft a plan and to show how it will be executed is crucial to the County.

Project Team

Each Proposer will be evaluated on the project team composition, background, experience and skill sets that the Proposer intends to use to fulfill the requirements set forth in this RFP. Proposers shall clearly identify resources that will be utilized for the delivery of the services outlined in this RFP.

Business Solution / Technical Architecture / Data Structure Setup/Upload

Proposers are required to explain their overall Solution approach. Proposers shall provide sufficient detail,

explanation, experience and examples to enable the County to evaluate these aspects of the Proposer's proposal, without including excessive or repetitious information that might obscure the proposal's unique and innovative features and characteristics. Proposers shall clearly identify how their overall Solution provides innovation and demonstrates a thorough understanding of the County's processes and technical environment, while meeting the County's project objectives.

Implementation / Training Approach

Based upon requirements provided in the Detailed Requirements regarding Implementation, the County will evaluate the Proposer's proposed Implementation Approach, with scoring to reflect the Evaluation Team's assessment of the probability that the Proposer's Solution will result in a successful implementation of a comprehensive Solution that is fully compatible with the County's requirements.

The following factors will be taken into consideration when awarding points for this category:

1. The proposal demonstrates a good understanding of the required implementation tasks and deliverables and addresses the work involved, underlying assumptions and associated risks. Points will be subtracted for each instance of task or deliverable not clearly understood or described. Mere restatement or paraphrasing of RFP requirements does not demonstrate understanding.
2. Completeness and thoroughness of the Implementation Approach, including but not limited to:
 - System Development
 - Configuration Management
 - Testing
 - Interfaces
 - Implementation
 - Maintenance and Support
3. Potential risks of the proposed implementation approach.
4. The County's staff involvement has been clearly defined.

Based upon information provided in the proposal about Training, the County will evaluate the Proposer's Knowledge Transfer and Training Approach, with scoring to reflect the Evaluation Team's assessment of probability that the Proposer's training approach will result in successful implementation of an integrated Solution that meets the County's requirements.

The following factors will be taken into consideration when awarding points for this category:

1. The proposal demonstrates a good understanding of the required knowledge transfer and training tasks and deliverables and addresses the work involved, underlying assumptions and the interplay of factors. Mere restatement or paraphrasing of RFP requirements does not demonstrate understanding.
2. Completeness and thoroughness of the approach, including items such as, but not necessarily limited to:
 - Are training methods included?
 - Are training scheduling criteria included?
 - Is the County's staff involvement clearly defined?
 - Is a communication plan included?
 - Compliance with County's requirements

d. Proposer Demonstration (5%)

Demonstrations shall be restricted to only the three (3) to five (5) highest scored Proposers. Selected Proposers will be scheduled for a system demonstration of their proposed solutions to the County's Evaluation Team. The purpose of the demonstration will be to provide evaluators a clarifying overview of the solution(s) presented in response to this RFP and how they anticipate meeting the County's requirements.

The demonstration will be recorded and become part of this Agreement. These recordings will be explicitly used for internal purposes. Any system features or functionality presented during the demo must address the pain points and requirements outlined in this RFP and SOW. Each feature or functionality that is presented must be available in production for customers currently or have a confirmed market launch date in order to be considered.

The demonstrations will take place at:

Employee University
267 Camino del Remedio,
Santa Barbara, CA 93110

The County contact identified as County Project Manager in Section V.B (County Personnel) of this RFP will moderate the demonstration. The demonstration will be scheduled with the Proposer's contact. Questions regarding structure of the demonstration shall be submitted as RFP Questions and will be responded to according to the timetable specified in Section C. (RFP Timetable).

The Proposer will be evaluated on its demonstration of the proposed Solution and toolset to be used to meet the County's requirements based on information provided the proposal.

e. Cost Proposal (20%)

Cost Proposals will be evaluated once the Proposed Services, Platform, and Company Qualifications have been scored and the Finalists Presentations have been delivered. The score will be based on the pricing information submitted by the Proposers. The maximum number of possible points will be awarded to the Cost Proposal with the lowest cost. All other proposals will be compared to the lowest cost and points awarded accordingly.

f. Exemptions to Terms and Conditions of Sample Contract and/or Requirements of the Statement of Work (Up to 10%)

Proposer will be evaluated on their willingness to accept the Terms and Conditions outlined in this RFP and the Requirements of the Statement of Work. **The County will deduct rating points or disqualify the proposal in its entirety if the exceptions are material enough to deem the proposal non-responsive, including but not limited to the proposed edits are contrary to County policies and/or ordinances.**

Proposers are further notified that the County may, in its sole determination, disqualify any Proposer with whom the County cannot satisfactorily negotiate a contract.

5. Additional Information from Proposers

The General Services Department reserves the right to use any additional criteria they deem to be appropriate in selecting the best proposal and may request information from Proposers beyond that specified in the RFP.

6. Selection of Finalist

The Evaluation Committee will select the company with the highest ranked proposal and presentation as the recommended finalist.

The County reserves the right to withdraw the RFP in whole or in part, at any time and for any reason. Submission of a reply confers no rights upon the Responder nor obligates the County in any manner. The County reserves the right to award no Agreement and to solicit additional offers at a later date.

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Attachment A – Requirement Traceability Matrix

See Attachment A – Requirement Traceability Matrix

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Attachment B – Business Process Flow Diagrams

See Attachment B – Business Process Flow Charts

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Attachment C – Mandatory Reply Form: References

Attachment C – Mandatory Reply Form: References

R-1.	Company Name	
	Address	
	City / State / Zip	
	Contact Person / Title	
	Phone	
	Date Services Began and Ended	
	Brief Description of Services	
R-2.	Company Name	
	Address	
	City / State / Zip	
	Contact Person / Title	
	Phone	
	Date Services Began and Ended	
	Brief Description of Services	
R-3.	Company Name	
	Address	
	City / State / Zip	
	Contact Person / Title	
	Phone	
	Date Services Began and Ended	
	Brief Description of Services	

Attachment D – Mandatory Reply Form: Fee Schedule

See Attachment D – Mandatory Reply Form: Fee Schedule

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Attachment E – Additional Responder Responsibilities and Requirements

I. INTRODUCTION

1.1 **RFP** - The County of Santa Barbara, through its Purchasing Division (herein "Purchasing" or "County") hereby gives notice of the opportunity to submit replies to this RFP. All RFP replies must be received by the date and time indicated on the Cover Page of the RFP. Failure to meet the due date and time may be cause for rejection.

1.2 **DEFINITIONS** - We will speak with you relatively informally throughout the RFP in order to help the process be a little more human and friendly. Even though the language is informal, we intend to express our expectations clearly, and they are to be legally interpreted to accomplish the outcome summarized in this document.

1.2.1 **WE / US / OUR** - These terms refer to the County of Santa Barbara, a duly organized public entity. They may also be used as pronouns for various subsets of the County organization, including, as the context will indicate:

Purchasing – the Purchasing Division of the General Services Department, including its Chief Procurement Officer (also known as Purchasing Agent) and staff of professional Buyers.

Department/s or Office – The County department/s or Office for which this RFP is prepared, and which will be the end user/s of the goods and/or services sought.

Designee - the County employee assigned as your primary contact for interaction regarding Contract performance.

1.2.2 **YOU / YOUR** - These terms refer to all recipients of this RFP. The term may apply differently to different classes of entities, as the context will indicate. For instance, "you" as a Supplier would have different obligations than "you" as a Vendor or Responder may have. We will be specific whenever it seems warranted.

Vendors - All business entities which may provide the subject goods and/or services.

Responder - Any business entity submitting a Reply to this RFP. Vendors which may be invited to respond or which express interest in this RFP, but which do not submit a Reply; have no obligations with respect to the RFP requirements.

Supplier/Contractor - The Responder whose Reply to this RFP is found by Purchasing to suit the best interests of the County. Supplier may be selected for conditional award and will enter into an agreement for provision of the goods and/or services described in the RFP.

1.2.3 **RESPONSE** - refers to the entire process we're embarking on here. It includes the RFP, the Reply, and any other related activities and documentation until the award is consummated.

1.2.4 **RFP** - includes the document to which this Attachment E is attached, and any related attachments or amendments. An RFP may be used to solicit various kinds of information. The kind of information this RFP seeks is indicated by the title appearing at the top of the Cover Page.

1.2.5 **REPLY** - is the document submitted according to the RFP instructions, plus any written clarifications we may request. Reply does not include any verbal or documentary interaction you may have with us apart from submittal of a formal Reply or of responses to our written request for clarification.

1.3 **QUESTIONS OR REQUESTS** - All questions or comments regarding the RFP should be directed to the Buyer listed on the Cover Page of this RFP.

All questions must be in a written format and submitted via Public Purchase.

Only written communications responded to by a County representative may be considered valid. Responder may not consider any oral instructions as an official instruction.

Refer to Sections C, G, and H of the RFP for other requirements for Vendor Questions and the questions submittal deadline.

1.4 **RESPONDER RESPONSIBILITY** - We expect you to be thoroughly familiar with all specifications and requirements of this RFP. Your failure or omission to examine any relevant form, article, site or document will not relieve you from any obligation regarding this RFP. By submitting a Reply, you are presumed to concur with all terms, conditions and specifications of the RFP unless you have stated a deviation in your Reply. Deviations we consider excessive or affecting vital terms may reduce or eliminate your prospects for award. ***If at any time we discover deviations in your Reply that are not identified as instructed, you will be subject to disqualification from consideration.***

1.5 **SCHEDULE OF EVENTS** - Refer to the RFP Timeline in Section III of the RFP for further information.

1.6 **COSTS INCURRED IN RESPONDING** - All costs and expenses relating to the preparation, production, handling, reproduction, administration of the reply and its submission are to be borne solely by the Responder. All records, documents and information collected and/or maintained by others in the course of the preparation of this reply shall be made accessible to the Office of the Auditor-Controller for purposes of inspection, reproduction, and audit without restriction. Responder shall agree that the County may audit, examine, and copy any and all books, records and information relating to the proposed Responder's services at no cost to the Office of the Auditor-Controller. Also, Responders must maintain all records until a successful Provider has been announced and/or an Agreement has been awarded.

1.7 **CONFIDENTIAL AND PROPRIETARY DATA** - All material received relative to this reply will be kept confidential until such time an award is made. It then becomes public information. Any information, confidential or otherwise, required for the evaluation of the RFP and resulting in any subsequent award to the successful Responder, would be public information.

Responder shall safeguard all information and data provided by the County. Further, Responder shall not sell or make available data or mailing lists compiled from data received from the County without the express written approval of the Office of the Auditor-Controller and without appropriate remuneration to the County.

1.8 **AWARD** - Award may be made to the Responder(s) whose offer is the most advantageous to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County and, as such, will not be determined by price alone.

The County expressly reserves the right, in its sole judgment, to award the RFP without discussion with the Responders relative to their replies.

The County expressly reserves the right, in its sole judgment, to accept or reject any or all replies, with or without cause, modify, alter, waive any technicalities or provisions, or to accept the reply(s) which, in its sole judgment, is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of other evaluation factors set forth in the RFP.

1.8.1 **REPLY EVALUATION** - Our sole purpose in the evaluation process is to determine from among the Replies received which one(s) is best suited to meet the County needs. Any final analysis does not imply that one Responder is superior to another, but simply that in our judgment the Supplier(s) selected appears to offer the best overall solution for our current and anticipated needs.

Submittal of a Reply authorizes us to investigate without limitation the background and current performance of you and your present staff. Discovery of any material misstatement of fact may lead to disqualification of a Responder or to cancellation of any resulting Contract.

Any proposed pricing must be held firm per the terms of this RFP, but may be adjusted downwards anytime.

The County will evaluate all replies submitted. The County may also work with Consultant(s) who are subject matter experts to assist in the evaluation of replies; however, Consultant(s) will not participate in the scoring of the submitted replies. The County may make the selection of the Responder(s). In evaluating each reply, the County will consider several factors, including but not limited to, the following evaluation criteria:

-
- 1) Demonstrated understanding of the project and scope of work and creative and innovative approach to the project
 - 2) Work schedule/timeliness
 - 3) Team experience, qualifications, and successful completion of similar projects
 - 4) Fee structure to complete the project

The County reserves the right to withdraw the RFP in whole or in part, at any time and for any reason. Submission of a reply confers no rights upon the Responder nor obligates the County in any manner. The County reserves the right to award multiple Agreements, no Agreement, or to solicit additional offers at a later date.

Each Responder, by submitting a reply, agrees that if the County accepts its reply, such Responder will furnish all items and services upon the terms and conditions in this RFP and any possible subsequent Agreement. Responder replies that do not meet the mandatory requirements set forth in this RFP will be considered non-compliant. Responders may be disqualified and the reply may be rejected by the County for any of, but not limited to, the following reasons:

- 1) Failure to properly complete the reply
- 2) Evidence of inappropriate collusion among the Responders submitting the replies
- 3) Failure to comply with the specification requirements

Trade secrets must be clearly marked and identified as such. All such trade secrets will be subject to such disclosure as is required by the California Public Information (Open Records) Act. The Responder agrees at its expense to protect the County from claims involving infringement of patents or copyrights. The County reserves the right to adopt or use for its benefit, any concept, plan, or idea contained in any response. The County also reserves the right to inspect the Responder's Agreements with its suppliers before making any award for the purpose of ascertaining whether the Responder has the necessary operational systems in place for performing any possible Agreement. The County may also consult with clients of the Responder during the evaluation of replies. Such consultation is intended to assist the County in making any possible Agreement award, which is most advantageous to the County. No reply shall be marked "Proprietary", "Confidential", or in any other way to prohibit public record requirements.

1.8.2 **COMPETITIVE NEGOTIATION OF REPLIES** - The Responder is advised that under the provisions of this RFP, the County reserves the right to conduct negotiations of the replies received and the County reserves the right to award an Agreement in whole or in part without negotiations. If such negotiations are conducted, the following conditions shall apply:

- 1) Negotiations will only be conducted with potentially acceptable replies. The County reserves the right to limit negotiations to those replies which received the highest rankings during the initial evaluation phase.
- 2) Terms, conditions, prices, methodology, or other features of Responder's reply may be subject to negotiation and subsequent revision. As part of the negotiations, Responder may be required to submit additional financial information and other data to allow for a detailed evaluation of the feasibility, reasonableness, and acceptability of the reply.
- 3) The requirements shown in the Mandatory Response Requirements Section XII and Other Requirements Section VI are not negotiable and will remain unchanged unless the County determines that a change in such requirements is in the best interest of the County.

1.8.3 **WITHDRAWAL/MODIFICATION OF REPLIES** - Responder may modify its reply via [Public Purchase](#) at any time prior to the Reply Due Date.

1.9 **ACCEPTABILITY** - The County reserves the sole right to determine whether or not materials, equipment, or services are acceptable for County use, and whether substitutions are of equal or better quality than that specified.

1.10 **CONTRACT EXECUTION** - This RFP and the Responder's Reply (pertinent sections) will be made part of any resultant

Contract and will be incorporated in any possible Contract as set forth, verbatim.

1.10.1 **PRECEDENCE** - In the event of contradictions or conflicts between the provisions of the documents comprising any possible Contract, they will be resolved by giving precedence in the following order:

- 1) Provisions of the Contract (as it may be amended)
- 2) Provisions of the RFP (as it may be supplemented)
- 3) Provisions of the Responder's Reply (as it may be clarified)

2. PRIMARY SPECIFICATIONS

2.1 **SCOPE OF WORK** - Please see the Scope of Services and Deliverables Section D of the RFP for the full detail.

In developing your response, please be as specific as possible. Respondents are invited to include any existing material or material prepared specifically in response to this RFP that they believe may be of interest or use to the County.

2.2 **REFERENCES** – See the Mandatory Response Requirements Section XII of the RFP for requested references. The County reserves the right to contact not only those clients provided by the Responder, but any other past or present clients and to utilize this information to assist in determining the acceptability of services when making any possible award.

3. SUPPLIER'S REQUIREMENTS & RESPONSIBILITIES

3.1 See RFP for further information.

4. TERMS & CONDITIONS IN THE EVENT OF ANY POSSIBLE FUTURE CONTRACT

4.1 **COMPLIANCE WITH PURCHASING TERMS & CONDITIONS** - You agree to be bound by the County's terms and conditions for independent contractors included in the attached Template for Agreement for Services of Independent Contractor (Attachment F), including the indemnification and insurance requirements included therein.

4.2 **NON-EXCLUSIVE CONTRACT** - Any Contract issued as a result of the Reply will be non-exclusive. The County retains the right to negotiate, make purchases and enter into contracts with others providing the same or similar goods and/or services as those you provide.

4.3 **"NO SURPRISES"** - You will notify the Chief Procurement Officer in advance of any changes to contract terms or conditions.

5. REPLY PRESENTATION & REVIEW

5.1 **REPLY CONTENT** - In order to enable direct comparison of competing Replies, you must submit the Reply in strict conformity to the requirements stated in this RFP. Failure to adhere to all requirements may result in your Reply being disqualified as non-responsive.

5.1.1 **REPLY ASSEMBLY** - Each Responder must provide all documentation required. Replies should follow the same numerical sequence and structure as this RFP.

A complete response must be provided per the requirements of the RFP.

Some of the sections may require explanation by the Responder. Please provide exhibits and/or visual aids that clearly reference specific conditions.

5.1.2 **FORMS & SCHEDULES** – If specified, all forms and schedules must be completed on (or in the identical format of) the forms included with this RFP and according to the instructions provided.

5.1.3 **RE-SUBMITTAL CORRECTIONS** - Replies should be free of erasures. Errors may be crossed out with corrections printed in ink or typed adjacent, and must bear dated initials of person signing the Reply.

5.1.4 **SUBMITTAL PACKAGE** – Refer to the Mandatory Response Requirements Section XII of the RFP for further information.

Replies to this RFP must be submitted via [Public Purchase](#) no later than the date and time indicated on the Cover Page for the RFP Opening. Submittal by mail, fax or e-mail is not acceptable.

5.1.5 **SUBMITTAL DEADLINE** - We must receive your Reply as directed no later than the date and time shown on the Cover Page. Any Reply received after that deadline will not be considered unless you obtain the express consent of all other competing and timely replying Responders. We recommend you set for yourself an earlier deadline.

5.2 **RFP OPENING** - On the date and time specified on the Cover Page, all Replies will be opened. Within two (2) business days, a bid opening summary will be posted on [Public Purchase](#).

5.3 **REPLY CLARIFICATION** - We reserve the right to request additional written or oral information from Responders in order to obtain clarification of their Replies.

5.3.1 **REJECTION OR CORRECTION OF REPLIES** - We reserve the right to reject any or all Replies. Minor irregularities or informalities in any Reply which are immaterial or inconsequential in nature, and are neither affected by law, nor at substantial variance with RFP conditions, may be waived at our discretion whenever it is determined to be in the County's best interest. In such cases, we may allow a Responder to make minor corrections to any part of their Reply, with the exception of price data that could affect price comparisons between Responders.

6. **MANDATORY REPLY FORMS**

The mandatory reply forms listed below are required for inclusion in your Submittal Package as specified in the Mandatory Response Requirements Section XII of the RFP. Line-by-line instructions are provided for those items not considered self-evident. Additional instructions may be found on some of the forms and schedules themselves.

- Attachment C – Mandatory Reply Form: References
- Attachment D – Mandatory Reply Form: Fee Schedule

7. **ASSIGNMENT**

Responders may assign or transfer this Agreement with the express written consent of the County, which consent will not be unreasonably withheld or unduly delayed. Upon the County written consent, any such purchaser, assignee, successor, or delegate shall thereupon have all of the rights and responsibilities of the Responder. However, the County may assign any and all of its rights and obligations hereunder without the written consent but upon written notice thereof to the Responder (1) to any Affiliate; (2) pursuant to any sale or transfer of all or substantially all of its business or assets; (3) pursuant to any merger or reorganization; or (4) as part of a bona fide pledge to a third party lending institution of collateral of the assignor's rights hereunder.

8. **MERGERS/ACQUISITIONS**

The Responder expressly acknowledges that it is an independent contractor. Nothing in this RFP is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing the County to exercise control or direction over the manner or method by which the Responder or its subcontractors perform hereunder.

The services to be performed by the Responder shall not be assigned, sublet, or transferred without prior written approval of the County.

The successful Responder shall be required to notify the County of any potential merger or acquisition of which there is knowledge at the time that a reply is submitted. Additionally, if subsequent to the award of any Agreement resulting from this RFP, the Responder shall merge or be acquired by another firm, the following documents must be submitted to the County:

- 1) Corporate resolutions prepared by the successful Responder and new entity ratifying acceptance of the original Agreement, terms, conditions and process.
- 2) New Responder's Federal Identification Number (FEIN).

Attachment F – Template for Agreement for Services of Independent Contractor

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and {ENTER BUSINESS} with an address at {ENTER ADDRESS} (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

WHEREAS, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by COUNTY and COUNTY desires to retain the services of CONTRACTOR pursuant to the terms, covenants, and conditions herein set forth;

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

1. DESIGNATED REPRESENTATIVE

{ENTER REPRESENTATIVE'S NAME} at phone number {ENTER PHONE NUMBER} is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. {ENTER CONTRACTOR REPRESENTATIVE} at phone number {ENTER PHONE NUMBER} is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

2. NOTICES

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY: {ENTER NAME, BUSINESS, ADDRESS, STATE, ZIP, FAX NUMBER}

To CONTRACTOR: {ENTER NAME, BUSINESS, ADDRESS, STATE, ZIP, FAX NUMBER}

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

3. SCOPE OF SERVICES

CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

4. TERM

CONTRACTOR shall commence performance on {ENTER DATE} and end performance upon completion, but no later than {ENTER DATE} unless otherwise directed by COUNTY or unless earlier terminated.

5. COMPENSATION OF CONTRACTOR

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the

address given in Section 2 NOTICES above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

6. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to COUNTY and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions hereof. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

7. STANDARD OF PERFORMANCE

CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

8. DEBARMENT AND SUSPENSION

CONTRACTOR certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

9. TAXES

CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

10. CONFLICT OF INTEREST

CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR. CONTRACTOR must promptly disclose to COUNTY, in writing, any

potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any of such items to other parties except after prior written approval of COUNTY.

Unless otherwise specified in Exhibit A, CONTRACTOR hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by CONTRACTOR pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim that any Copyrightable Works or Inventions or other items provided by CONTRACTOR hereunder infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

12. NO PUBLICITY OR ENDORSEMENT

CONTRACTOR shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use COUNTY's name or logo in any manner that would give the appearance that the COUNTY is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of COUNTY. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the COUNTY or its projects, without obtaining the prior written approval of COUNTY.

13. COUNTY PROPERTY AND INFORMATION

All of COUNTY's property, documents, and information provided for CONTRACTOR's use in connection with the services shall remain COUNTY's property, and CONTRACTOR shall return any such items whenever requested by COUNTY and whenever required according to the Termination section of this Agreement. CONTRACTOR may use such items only in connection with providing the services. CONTRACTOR shall not disseminate any COUNTY property, documents, or information without COUNTY's prior written consent.

14. RECORDS, AUDIT, AND REVIEW

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten

thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state or COUNTY audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

15. INDEMNIFICATION AND INSURANCE

CONTRACTOR agrees to the indemnification and insurance provisions as set forth in EXHIBIT C attached hereto and incorporated herein by reference.

16. NONDISCRIMINATION

COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

17. NONEXCLUSIVE AGREEMENT

CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

18. NON-ASSIGNMENT

CONTRACTOR shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

19. TERMINATION

A. By COUNTY. COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.

1. For Convenience. COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.
2. For Nonappropriation of Funds. Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may

terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.

- 3 For Cause. Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.
- B. By CONTRACTOR. Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.
- C. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY 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 COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

20. SECTION HEADINGS

The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

21. SEVERABILITY

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

22. REMEDIES NOT EXCLUSIVE

No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

23. TIME IS OF THE ESSENCE

Time is of the essence in this Agreement and each covenant and term is a condition herein.

24. NO WAIVER OF DEFAULT

No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

25. ENTIRE AGREEMENT AND AMENDMENT

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

26. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties 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.

27. COMPLIANCE WITH LAW

CONTRACTOR shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY is a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

28. CALIFORNIA LAW AND JURISDICTION

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

29. EXECUTION OF COUNTERPARTS

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

30. AUTHORITY

All signatories and 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, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

31. SURVIVAL

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

32. PRECEDENCE

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

33. BUSINESS ASSOCIATE

The parties agree to the terms and conditions set forth in Exhibit D - HIPAA Business Associate Agreement (BAA), attached hereto and incorporated herein by reference.

DRAFT

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Agreement for Services of Independent Contractor between the County of Santa Barbara and {ENTER CONTRACTOR}.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

ATTEST:
Mona Miyasato
County Executive Officer
Clerk of the Board

COUNTY OF SANTA BARBARA:

By: _____
Deputy Clerk

By: _____
Chair, Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:
{ENTER DEPARTMENT NAME}

CONTRACTOR:
{ENTER NAME OF CONTRACTOR}

By: _____
Department Head

By: _____
Authorized Representative

Name: _____

Title: _____

APPROVED AS TO FORM:
Rachel Van Mullem
County Counsel

APPROVED AS TO ACCOUNTING FORM:
Betsy M. Schaffer, CPA
Auditor-Controller

By: _____
Deputy County Counsel

By: _____
Deputy

APPROVED AS TO FORM:
Risk Management

By: Greg Milligan _____
Risk Management

EXHIBIT A

STATEMENT OF WORK

{INSERT STATEMENT OF WORK.}

_____ shall be the individual(s) personally responsible for providing all services hereunder. CONTRACTOR may not substitute other persons without the prior written approval of COUNTY's designated representative.

{OPTIONAL}

{Suspension for Convenience. COUNTY 's designated representative may, without cause, order CONTRACTOR in writing to suspend, delay, or interrupt the services under this Agreement in whole or in part for up to days. COUNTY shall incur no liability for suspension under this provision and suspension shall not constitute a breach of this Agreement.}

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EXHIBIT B

PAYMENT ARRANGEMENTS

Periodic Compensation at Selected Milestones (with attached Schedule of Fees)

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$ **xx**.
- B. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in EXHIBIT A as determined by COUNTY. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in Attachment B1 (Schedule of Fees). Invoices submitted for payment that are based upon Attachment B1 must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in EXHIBIT A.
- C. Upon completion of the work for each milestone and/or delivery to COUNTY of item(s) specified below, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed in accomplishing each milestone. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and/or item(s) delivered and if found to be satisfactory and within the cost basis of Attachment B1, shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.

Percentage of Total Contract Amount OR Maximum Amount Chargeable	Milestone Description
xx	xx

The final milestone payment above shall not be made until all services have been completed and item(s) as specified in EXHIBIT A have been delivered and found to be satisfactory.

- D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

EXHIBIT C

Indemnification and Insurance Requirements
(For Professional Contracts)

INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR's indemnification obligation applies to COUNTY's active as well as passive negligence but does not apply to COUNTY's sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

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

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. Professional Liability (Errors and Omissions) Insurance appropriate to the CONTRACTOR'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by

the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. Additional Insured – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. Primary Coverage – For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
3. Notice of Cancellation – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. Waiver of Subrogation Rights – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. Deductibles and Self-Insured Retention – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. Acceptability of Insurers – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. Verification of Coverage – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

8. Failure to Procure Coverage – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. Subcontractors – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. Claims Made Policies – If any of the required policies provide coverage on a claim-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - iii. 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 completion of contract work.
11. Special Risks or Circumstances – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.

EXHIBIT D

HIPAA BUSINESS ASSOCIATE AGREEMENT (BAA)

This Business Associate Agreement (“BAA”) supplements and is made a part of the Agreement between COUNTY (referred to herein as “Covered Entity”) and CONTRACTOR (referred to herein as “Business Associate”).

RECITALS

Covered Entity wishes to disclose certain information to Business Associate pursuant to the terms of the Agreement, some of which may constitute Protected Health Information (“PHI”) (defined below).

Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“HITECH Act”), and 45 CFR Parts 160 and 164, Subpart C (the “Security Rule”), Subpart D (the “Data Breach Notification Rule”) and Subpart E (the “Privacy Rule”) (collectively, the “HIPAA Regulations”).

As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require Covered Entity to enter into a contract containing specific requirements with Business Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations (C.F.R.) and contained in this BAA.

In consideration of the mutual promises below and the exchange of information pursuant to this BAA, the parties agree as follows:

A. Definitions

1. Breach shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].
2. Business Associate shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
3. Covered Entity shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.
4. Data Aggregation shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
5. Designated Record Set shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
6. Electronic Protected Health Information means Protected Health Information that is maintained in or transmitted by electronic media.
7. Electronic Health Record shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.
8. Health Care Operations shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
9. Privacy Rule shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.

10. Protected Health Information or PHI means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].
11. Protected Information shall mean PHI provided by Covered Entity to Business Associate or created or received by Business Associate on Covered Entity's behalf.
12. Security Rule shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
13. Unsecured PHI shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

B. Obligations of Business Associate

1. Permitted Uses. Business Associate shall not use Protected Information except for the purpose of performing Business Associate's obligations under the Agreement and as permitted under the Agreement and this BAA. Further, Business Associate shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by Covered Entity. However, Business Associate may use Protected Information (i) for the proper management and administration of Business Associate, (ii) to carry out the legal responsibilities of Business Associate, or (iii) for Data Aggregation purposes for the Health Care Operations of Covered Entity [45 C.F.R. Sections 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].
2. Permitted Disclosures. Business Associate shall not disclose Protected Information except for the purpose of performing Business Associate's obligations under the Agreement and as permitted under the Agreement and this BAA. Business Associate shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by Covered Entity. However, Business Associate may disclose Protected Information (i) for the proper management and administration of Business Associate; (ii) to carry out the legal responsibilities of Business Associate; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of Covered Entity. If Business Associate discloses Protected Information to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this BAA and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify Business Associate of any breaches of confidentiality of the Protected Information, to the extent the third party has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].
3. Prohibited Uses and Disclosures. Business Associate shall not use or disclose Protected Information for fundraising or marketing purposes. Business Associate shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a)]. Business Associate shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of Covered Entity and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect

payment by Covered Entity to Business Associate for services provided pursuant to the Agreement. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this Agreement, the BAA, or the HIPAA Regulations.

4. **Appropriate Safeguards.** Business Associate shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Agreement or this BAA, including, but not limited to, administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. Business Associate shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316 [42 U.S.C. Section 17931].
5. **Reporting of Improper Access, Use or Disclosure.** Business Associate shall report to Covered Entity in writing of any access, use or disclosure of Protected Information not permitted by the Agreement and this BAA, and any Breach of Unsecured PHI, as required by the Data Breach Notification Rule, of which it becomes aware without unreasonable delay and in no case later than 60 calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].
6. **Business Associate's Subcontractors and Agents.** Business Associate shall ensure that any agents and subcontractors to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to Business Associate with respect to such PHI and implement the safeguards required by paragraph (c) above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. Business Associate shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).
7. **Access to Protected Information.** To the extent that the Covered Entity keeps a designated record set then Business Associate shall make Protected Information maintained by Business Associate or its agents or subcontractors in Designated Record Sets available to Covered Entity for inspection and copying within five (5) days of a request by Covered Entity to enable Covered Entity to fulfill its obligations under state law [Health and Safety Code Section 123110] and the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).
8. **Amendment of PHI for Business Associate who is Required to Maintain a Record Set.** If Business Associate is required to maintain a designated record set on behalf of the Covered Entity the Business Associate shall within ten (10) days of receipt of a request from Covered Entity for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, Business Associate or its agents or subcontractors shall make such Protected Information available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from Business Associate or its agents or subcontractors, Business Associate must notify Covered Entity in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by Business Associate or its agents or subcontractors shall be the responsibility of Covered Entity [45 C.F.R. Section 164.504(e)(2)(ii)(F)].
9. **Accounting Rights.** Within ten (10) days of notice by Covered Entity of a request for an accounting of disclosures of Protected Information, Business Associate and its agents or subcontractors shall make

available to Covered Entity the information required to provide an accounting of disclosures to enable Covered Entity to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by Covered Entity. Business Associate agrees to implement a process that allows for an accounting to be collected and maintained by Business Associate and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that Business Associate maintains an electronic health record and is subject to this requirement. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to Business Associate or its agents or subcontractors, Business Associate shall within five (5) days of a request forward it to Covered Entity in writing. It shall be Covered Entity's responsibility to prepare and deliver any such accounting requested. Business Associate shall not disclose any Protected Information except as set forth in Sections B.2 of this BAA [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528]. The provisions of this subparagraph shall survive the termination of this Agreement.

10. **Governmental Access to Records.** Business Associate shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to Covered Entity and to the Secretary of the U.S. Department of Health and Human Services (Secretary) for purposes of determining Business Associate's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. Business Associate shall provide to Covered Entity a copy of any Protected Information that Business Associate provides to the Secretary concurrently with providing such Protected Information to the Secretary.
11. **Minimum Necessary.** Business Associate (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)]. Business Associate understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."
12. **Data Ownership.** Business Associate acknowledges that Business Associate has no ownership rights with respect to the Protected Information.
13. **Business Associate's Insurance.** Business Associate represents and warrants that it purchases commercial insurance to cover its exposure for any claims, damages or losses arising as a result of a breach of the terms of this BAA.
14. **Notification of Possible Breach.** During the term of the Agreement, Business Associate shall notify Covered Entity within twenty-four (24) hours of any suspected or actual breach of security, or any access, use or disclosure of Protected Information not permitted by the Agreement or this BAA or unauthorized use or disclosure of PHI of which Business Associate becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. Business Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations. [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)]
15. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 U.S.C. Section 17934(b), if the Business Associate knows of a pattern of activity or practice of the Covered Entity that constitutes a material breach or violation of the Covered Entity's obligations under the Agreement or this BAA or other arrangement, the Business Associate must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the Business Associate must terminate the Agreement or other arrangement if feasible, or

if termination is not feasible, report the problem to the Secretary. Business Associate shall provide written notice to Covered Entity of any pattern of activity or practice of the Covered Entity that Business Associate believes constitutes a material breach or violation of the Covered Entity's obligations under the Agreement or this BAA or other arrangement within five (5) days of discovery and shall meet with Covered Entity to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

16. **Audits, Inspection and Enforcement.** Within ten (10) days of a written request by Covered Entity, Business Associate and its agents or subcontractors shall allow Covered Entity to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this BAA for the purpose of determining whether Business Associate has complied with this BAA; provided, however, that (i) Business Associate and Covered Entity shall mutually agree in advance upon the scope, timing and location of such an inspection, (ii) Covered Entity shall protect the confidentiality of all confidential and proprietary information of Business Associate to which Covered Entity has access during the course of such inspection; and (iii) Covered Entity shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by Business Associate. The fact that Covered Entity inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems, books, records, agreements, policies and procedures does not relieve Business Associate of its responsibility to comply with this BAA, nor does Covered Entity's (i) failure to detect or (ii) detection, but failure to notify Business Associate or require Business Associate's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under the Agreement or this BAA, Business Associate shall notify Covered Entity within ten (10) days of learning that Business Associate has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights.

C. Termination

1. **Material Breach.** A breach by Business Associate of any provision of this BAA, as determined by Covered Entity, shall constitute a material breach of the Agreement and shall provide grounds for immediate termination of the Agreement, any provision in the Agreement to the contrary notwithstanding [45 C.F.R. Section 164.504(e)(2)(iii)].
2. **Judicial or Administrative Proceedings.** Covered Entity may terminate the Agreement, effective immediately, if (i) Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the Business Associate has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.
3. **Effect of Termination.** Upon termination of the Agreement for any reason, Business Associate shall, at the option of Covered Entity, return or destroy all Protected Information that Business Associate or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by Covered Entity, Business Associate shall continue to extend the protections of Section B of this BAA to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 C.F.R. Section 164.504(e)(ii)(2)(I)]. If Covered Entity elects destruction of the PHI, Business Associate shall certify in writing to Covered Entity that such PHI has been destroyed.

D. Indemnification

If Business Associate fails to adhere to any of the privacy, confidentiality, and/or data security provisions set forth in this BAA or if there is a Breach of PHI in Business Associate's possession and, as a result, PHI or any other

confidential information is unlawfully accessed, used or disclosed, Business Associate agrees to reimburse Covered Entity for any and all costs, direct or indirect, incurred by Covered Entity associated with any Breach notification obligations. Business Associate also agrees to pay for any and all fines and/or administrative penalties imposed for such unauthorized access, use or disclosure of confidential information or for delayed reporting if it fails to notify the Covered Entity of the Breach as required by this BAA.

E. Disclaimer

Covered Entity makes no warranty or representation that compliance by Business Associate with this BAA, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for Business Associate's own purposes. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.

F. Certification

To the extent that Covered Entity determines that such examination is necessary to comply with Covered Entity's legal obligations pursuant to HIPAA relating to certification of its security practices, Covered Entity or its authorized agents or contractors, may, at Covered Entity's expense, examine Business Associate's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to Covered Entity the extent to which Business Associate's security safeguards comply with HIPAA, the HITECH Act, the HIPAA Regulations or this BAA.

G. Amendment to Comply with Law

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement or this BAA may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that Covered Entity must receive satisfactory written assurance from Business Associate that Business Associate will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this BAA embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. Covered Entity may terminate the Agreement upon thirty (30) days written notice in the event (i) Business Associate does not promptly enter into negotiations to amend the Agreement or this BAA when requested by Covered Entity pursuant to this Section or (ii) Business Associate does not enter into an amendment to the Agreement or this BAA providing assurances regarding the safeguarding of PHI that Covered Entity, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

H. Assistance in Litigation of Administrative Proceedings

Business Associate shall make itself, and any subcontractors, employees or agents assisting Business Associate in the performance of its obligations under the Agreement or this BAA, available to Covered Entity, at no cost to Covered Entity, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against Covered Entity, its directors, officers or employees based upon a claimed violation of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where Business Associate or its subcontractor, employee or agent is named adverse party.

I. No Third-Party Beneficiaries

Nothing express or implied in the Agreement or this BAA is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

J. Effect on Agreement

Except as specifically required to implement the purposes of this BAA, or to the extent inconsistent with this BAA, all other terms of the Agreement shall remain in force and effect.

K. Entire Agreement of the Parties

This BAA supersedes any and all prior and contemporaneous business associate agreements between the parties and constitutes the final and entire agreement between the parties hereto with respect to the subject matter hereof. Covered Entity and Business Associate acknowledge that no representations, inducements, promises, or agreements, oral or otherwise, with respect to the subject matter hereof, have been made by either party, or by anyone acting on behalf of either party, which are not embodied herein. No other agreement, statement or promise, with respect to the subject matter hereof, not contained in this BAA shall be valid or binding.

L. Interpretation

The provisions of this BAA shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provision in this BAA. This BAA and the Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this BAA shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

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