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# **County of Marin Sheriff's Office**

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*Records and Jail Management Systems  
Request for Proposals #2021-01*

*September 13, 2021*

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**COUNTY OF MARIN  
SHERIFF'S OFFICE  
REQUEST FOR PROPOSAL NO. 2021-01  
MARIN COUNTY SHERIFF'S OFFICE  
RECORDS AND JAIL MANAGEMENT SYSTEMS  
SEPTEMBER 13, 2021**

**THE MARIN COUNTY SHERIFF'S OFFICE DESIRES TO ESTABLISH A CONTRACT FOR THE PURCHASE OF A LAW ENFORCEMENT RECORDS AND JAIL MANAGEMENT SYSTEM AS SPECIFIED IN THIS REQUEST FOR PROPOSALS FOR THE MARIN COUNTY SHERIFF'S OFFICE.**

**PROPOSAL PACKAGES WILL BE RECEIVED UNTIL THURSDAY, OCTOBER 21, 2021 AT 3:00 P.M. PST AT THE MARIN COUNTY SHERIFF'S OFFICE, 1600 LOS GAMOS DR #200 SAN RAFAEL, CA 94903.**

**ANY PROPOSER WHO WISHES THEIR OFFER TO BE CONSIDERED IS RESPONSIBLE FOR MAKING CERTAIN THAT THEIR PROPOSAL IS RECEIVED IN THE MARIN COUNTY SHERIFF'S OFFICE BY THE DEADLINE. NO ORAL, TELEGRAPHIC, ELECTRONIC, FACSIMILE, OR TELEPHONIC PROPOSALS OR MODIFICATIONS WILL BE CONSIDERED UNLESS SPECIFIED. PROPOSALS RECEIVED AFTER THE SCHEDULED SUBMITTAL DEADLINE WILL BE RETURNED UNOPENED.**

**HARD COPIES OF THIS REQUEST FOR PROPOSAL ARE AVAILABLE BY CONTACTING THE SHERIFF'S OFFICE AT 415-473-4083.**

**MARIN COUNTY SHERIFF'S OFFICE**  
**REQUEST FOR PROPOSALS**  
**FOR**  
**RECORDS AND JAIL MANAGEMENT SYSTEMS**

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# **Chapter 1**

## **Rules of Preparation**

Chapter  
**1**

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# Rules of Preparation

## Overview

The Marin County Sheriff's Office (MCSO) invites your company to submit a written offer that details how your company would supply hardware, software, and services to fulfill the organization's need for the following technology elements:

- Police Records Management System (RMS)
- Police Jail Management System (JMS)
- Automated Field Reporting (AFR)
- Associated Interfaces

The county requires a solution from a prime contractor legally and financially responsible for all hardware (where applicable), software and implementation services.

## Navigating Your Way through This Request for Proposals

This written Request for Proposals (RFP) states the scope of system requirements and specifies the rules for preparing a response. The RFP includes four chapters, as follows:

**Chapter 1** - The current chapter provides the guidelines and rules to assist vendors in preparing their response.

**Chapter 2** - Provides information regarding the project's background, current environment, volumes of data, average transactions, and equipment counts.

**Chapter 3** - Contains questions regarding the proposing company's background and qualifications, the specifications and capabilities of the proposed systems, and the services to be provided, in addition to required forms for identifying proposed costs.

**Chapter 4** - Includes technical and functional requirements, as well as instructions for completing responses to the requirements. Space is provided for the vendor to describe the proposed system's ability to support each requirement.

The submitted offer must follow the rules stated within this section and the format established within this RFP. Adherence to these rules will ensure a fair and objective

analysis of all responses. All responses must be on this form (or its copy). Additional pages may be attached as necessary. However, unnecessarily lengthy documents are discouraged. In this RFP, the terms “vendor”, “proposer”, and “offeror” are used interchangeably.

### **Submission of Responses**

Sealed proposals will be received at the Marin County Sheriff’s Office, 1600 Los Gamos Dr #200, San Rafael, CA 94903, until **3:00pm, local time, on Thursday, October 21, 2021**. All items shall be filled-in and the signatures of all persons signing shall be written and printed in longhand. All proposals submitted must include a complete and dated offer, with the firm's name included, and be signed by a duly authorized officer of the firm. All proposals shall be submitted in a sealed envelope, box, or appropriate package and clearly identified on the outside to read the name and address of the proposer, the subject of the proposal, the RFP number, and the proposal submittal deadline. Please submit **three (3) copies: One (1) original signature hard copy** to be signed in blue ink (original marked as such); **One (1) copy in electronic form** (CD, DVD or portable USB drive); and **One (1) electronic version which must be emailed** (in MS Word or PDF) to cdimesio@marinsheriff.org. In the event of any discrepancies between the electronic and hard paper copies, the paper copies will take precedence. Responses must be addressed to:

Marin County Sheriff’s Office  
RFP No. 2021-01  
Attn: Carlo DiMesio, Technology Systems Coordinator  
1600 Los Gamos Dr #200, San Rafael, CA 94903  
Phone: (415) 473-4083  
Email: cdimesio@marinsheriff.org

### **Proposal Submittal Deadline**

To be properly considered for award of this project, your proposal must be received by the County no later than **3:00pm** on:

**Thursday – October 21, 2021**

Proposals will be considered late when the Sheriff’s Office time clock reads **3:01pm local time, on October 21, 2021**. Proposals received after this deadline will be rejected regardless of postmark date and will be returned to the bidder unopened.



Without law or policy to the contrary, if the bidder took reasonable steps to submit the proposal in due time, and failure of the proposal to be on hand at the time of closing was not the result of negligence or other fault of the bidder, but was the result of negligence by the County, the County reserves the right to accept such proposal.

### **Pre-Proposal Videoconference and Submitted Questions**

A pre-proposal videoconference will be held on Friday, September 24, 2021, at 1:00pm using the following service:

- United States: +1 (646) 749-3129 / Access Code: 142-515-429
- <https://global.gotomeeting.com/join/142515429>

Vendors may submit questions to the County, in either written or electronic format (email), prior to 5:00pm local time, on September 21, 2021. During the videoconference the County will provide answers to any questions received and hold an open discussion regarding the project. Oral responses during the conference shall not be binding on the County.

County contact for submission of technical questions:

**William Romesburg:** *Project Consultant*  
([wromesburg@cit-com.com](mailto:wromesburg@cit-com.com))

Contractual and/or administrative questions will be handled by and must be submitted in writing to:

**Carlo DiMesio:** *Technology Systems Coordinator* ([CDiMesio@marinsheriff.org](mailto:CDiMesio@marinsheriff.org))

Marin County Sheriff's Office  
1600 Los Gatos Drive, Suite 200  
San Rafael, CA 94903  
Phone: 415-473-4083

Following the videoconference, all attendees will be provided with a copy of the attendee list, questions, and responses.

### **Proposal Format**

Respondent shall complete all required submittals provided in Chapters 3 and 4. Failure to completely execute and provide any of the required submittals with the proposal before the Submittal Deadline may render a proposal non-responsive and can be cause for rejection.

Respondent shall adhere to the proposal format provided below, organized by section:

Section 1: Cover letter

Section 2: Table of contents

Section 3: Executive summary

Section 4: Qualifications (including the completion of all Chapter 3 forms)

Section 5: Description of the system, including equipment, software, design, and services to be provided

Section 6: Preliminary project schedule

Section 7: Training programs and additional information not covered in other sections

Section 8: Compliance

Section 9: Warranty information

Section 10: Total proposal cost and detailed pricing breakdown (using forms supplied in Chapter 3)

- A. Respondent shall provide total proposal cost and itemized pricing by using the pricing forms provided in Chapter 3. Costs for OPTIONAL items shall also be provided on these forms.
- B. On company letterhead and signed by an authorized representative of the company, a separate formal Cost Proposal listing a detailed pricing breakdown, any requested/suggested options costs, stated system lifetime, and proposed delivery time.
- C. Exceptions/clarification page listing exceptions (with explanation) to the minimum specifications or additions made to the minimum specifications and included in the base proposal cost. Additional information including substitutions should be supplied on a separate supplemental document with the corresponding section referenced.
- D. Any company brochures or literature deemed beneficial in demonstrating company history and necessary experience required to successfully complete a project of this complexity.

Section 11: System Implementation, Test, and Acceptance Plan

Section 12: County Terms and Conditions

**Key Events and Projected Dates (Schedule)**

Listed below are target dates by which the county expects certain events to be complete:

Release of RFP to Vendors .....	September 13, 2021
Written Questions Due .....	September 21, 2021
Pre-Proposal Video-Conference .....	September 24, 2021
Proposal Due Date (3:00 pm) .....	October 21, 2021
Award of Contract .....	December 1, 2021

**Informed Proposer**

Before submitting proposal, proposers must fully inform themselves of the conditions, requirements and specifications of the work or materials to be furnished. Failure to do so will be at the proposer’s own risk.

It is the responsibility of the proposer to carefully and thoroughly examine and be familiar with legal and procedural documents, general conditions, all forms, specifications, addenda (if any), herein referred to as contract documents. Proposer shall satisfy himself as to the character, quantity, and quality of work to be performed and materials, labor, supervision, equipment and appurtenances necessary to perform the work as specified by the contract documents. The failure or neglect of the proposer to examine the documents shall in no way relieve him from any obligations with respect to the solicitation or contract. The submission of a proposal shall constitute an acknowledgment upon which the Marin County Sheriff’s Office (herein referred to as the “Sheriff’s Office” and “MCSO”) may rely that the vendor has thoroughly examined and is familiar with the contract documents. No claim will be allowed for additional compensation that is based upon a lack of knowledge of any solicitation document.

**Prices, Notations, and Mistakes**

All prices and notations must be in ink or typewritten. Mistakes may be crossed out and corrections typed or printed adjacent to the mistake and initialed in ink by the person who signs the proposal. Prices shall be stated in units and quotations made separately on each item. In case of conflict, unit prices will govern. Where there is a conflict between words and figures, words will govern.

## **Interpretation, Corrections and Addenda**

The Proposer must carefully examine the specifications, terms and conditions provided in the RFP and become fully informed as to the requirements set forth therein. If anyone planning to submit a proposal discovers any ambiguity, conflict, discrepancy, omission or error in the Proposal, has any questions in relationship to the “Specifications”, or any other related matters, shall immediately notify the contact person as shown under “Responsible Parties” of such concern in writing, either by mail or e-mail, and request clarification or modification of the document(s) **no later than fourteen (14) days before the deadline as set forth under sub-Section “Proposal Submittal Deadline.”** No further requests for clarification or objections to the Proposal will be accepted or considered after this date. **Any change in the proposal will be made only by written addendum, issued by the Marin County Sheriff’s Office, and will be posted on the County’s Purchasing home page at:**

<https://www.marincounty.org/depts/pw/divisions/additional-services/purchasing>

The Proposer shall sign and date the addendum and submit same with the proposal. **Any oral communication by the Sheriff’s designated contact person or any other County staff member concerning this proposal is not binding on the County and shall in no way modify this proposal or the obligations of the County or any Proposers.**

## **Addenda to the RFP**

Should any question or response require revision to the specifications as originally published, such revisions will be made in writing, by formal addendum only. During the proposal period, the County may issue written addenda to each person, firm, or corporation who has secured a copy of these specifications as issued. Such changes or corrections shall be included in the work and/or materials covered by the proposal, and as such addenda shall become part of the specifications and contract. Potential vendors are cautioned that any verbal representations made by the Sheriff’s Office, it’s agents and/or representatives, which appear to change substantively any portion of the specification, shall not be relied upon unless subsequently ratified by a formal written addendum to this solicitation.

Any changes, additions, deletions or clarifications to this proposal package, including the general/special provisions and specifications shall be made by written addendum to the

Request for Proposal. Such addendum shall be issued by posting on the Marin County Purchasing Website and will be made to all prospective proposers in possession of the proposal package.

Addenda issued within five (5) calendar days of the proposal opening date/time may as determined by the County as cause for extension of the opening date in order to allow prospective proposers sufficient time to prepare their proposals.

Each proposal shall include specific acknowledgement in the space provided of receipt of all addenda issued during the solicitation period. Failure to so acknowledge may result in the proposal being rejected as not responsive

### **Award of Proposal**

Award of proposal, if awarded, shall be made by the Sheriff's Office to the Proposer offering the most advantageous proposal after consideration of all Evaluation Criteria herein. Award will not be based on price alone. The criteria are not listed in any order of preference. An Evaluation Committee will be established by the Sheriff's Office and/or its representatives or agents. The Committee will evaluate all proposals received in accordance with the Evaluation Criteria. The Sheriff's Office reserves the right to establish weight factors that will be applied to the criteria depending upon order of importance. Weight factors and evaluation scores will not be released until after award of proposal. The Sheriff's Office is not obligated to accept the lowest proposal, but will make an award in the best interests of the Sheriff's Office after all factors have been evaluated.

### **Method of Award**

The successful vendor will be determined on the basis of both cost and criteria outlined elsewhere in this solicitation. Although cost is an important factor, it is not the only factor that will be considered. The vendor to whom the award is made will be notified at the earliest possible date. The Sheriff's Office, however, reserves the right to reject any and all proposals, and to waive any informality in proposals received whenever such waiver is in the best interest of the Sheriff's Office. It also reserves the right to reject the proposal of a vendor who has previously failed to perform properly or complete on time contracts of a similar nature, or the proposal of a vendor who is not in a position to perform the contract.

## Evaluations

An evaluation team composed of representatives of the Marin County Sheriff's Office and the consultant will evaluate proposals on a variety of quantitative and qualitative criteria. The selected proposal will be that which provides the most cost effective approach that best meets the county's requirements. *The lowest price proposal will not necessarily be selected.*

Selected vendors may be invited to make oral presentations to agency representatives. The vendor representative(s) attending the oral presentation shall be technically qualified to respond to questions related to the proposed system and its components.

The criteria upon which the evaluation of the proposals will be based includes, but is not limited to, the following. *The parentheses indicate the weighted percentage of importance:*

1. Adherence of the proposal to the format specified herein; all required information must be provided as indicated herein. (1)
2. Completeness of the proposal. (1)
3. Quality and depth of references. (5)
4. Level of service and responsiveness that the vendor commits to providing the county after implementation. (5)
5. Financial stability and resources of the vendor. (5)
6. Experience and technical expertise of staff. (5)
7. Design, capability, and functionality of system and application software as determined by the evaluation team. (20)
8. Current availability and ability to demonstrate installation of the proposed software applications required by the county. (7.5)
9. Level of integration between applications and demonstrated interfaces with external systems/devices. (5)
10. Capability, design, reliability, warranty and expandability of proposed hardware. (5)
11. Economic feasibility and justification of all costs. (20)
12. Vendor willingness and ability to negotiate a contract. (5)
13. Feasibility, timeliness and quality of software implementation schedule and conversion plans. (3.5)

14. Level of assistance to be provided to the county by the vendor during the implementation process as part of the contract. (5)
15. The number of hours and extent of user training. (5)
16. Quality and extent of the documentation to be provided. (2)

Each proposal will be carefully reviewed by the evaluation team based on these sixteen criteria. A quantitative score will be assigned to each proposal based on a scale of 100. Discussions/interviews may, at the Sheriff's Office's sole option, be conducted with responsible Proposers who submit proposals determined to be reasonably susceptible of being selected for an award. Discussions/interviews may be for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and written revision of proposals. Revisions may be permitted after submissions and before award for obtaining best and final proposals. In conducting discussions/interviews, the Sheriff's Office will not disclose information derived from proposals submitted by competing Proposers.

- **The highest overall score proposal will be accepted.**

The County reserves full discretion to determine the competence, responsibility, professionalism, technical capabilities, and/or financial responsibility, of proposers. Proposers will provide, in a timely manner, any and all information which the County deems necessary to make such a decision. The Sheriff's Office or its authorized agents shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interests of the Sheriff's Office. Proposals shall be evaluated to determine the offeror's overall capability to provide the goods and/or services required, and the associated cost for providing such goods and/or services.

A Notification of Intent to Award may be sent to any Proposer selected. Award is contingent upon successful negotiation of final contract terms. If contract negotiations cannot be concluded successfully, the Sheriff's Office may negotiate a contract with the next highest scoring Proposer or withdraw the RFP.

### **Award Authority**

The Sheriff's Office and/or its representatives or agents, shall be the sole judge of the quality, construction, and suitability of the system offered in its determination of the successful vendor.

### **Terms of the Offer**

The Sheriff's Office reserves the right to negotiate final contract terms with any Proposer selected. The contract between the parties will consist of the RFP together with any modifications thereto, the awarded Proposer's proposal, and all modifications and clarifications that are submitted at the request of the Sheriff's Office during the evaluation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, the RFP, any modifications and clarifications to the awarded Proposer's proposal, and the awarded Proposer's proposal. Specific exceptions to this general rule may be noted in the final executed contract.

Proposer understands and acknowledges that the representations above are material and important, and will be relied on by the Sheriff's Office in evaluation of the proposal. Proposer misrepresentation shall be treated as fraudulent concealment from the Sheriff's Office of the facts relating to the proposal.

### **Withdrawal of Proposal**

Submitted proposals: a) may not be withdrawn within sixty (60) calendar days after the proposal opening and b) may be withdrawn prior to the opening date only by written request of the Proposers' authorized representative. At no time may the Successful Proposer(s) withdrawal his Proposal.

### **Opening of Proposal**

Proposals will be opened in the Marin County Sheriff's Office (1600 Los Gatos Suite 200, San Rafael, CA 94903). All interested parties are invited to attend the opening. All proposals, irrespective of irregularities or informalities, will be opened and the names of



Proposers will be publicly read aloud at the Submittal Deadline. *No other information will be released until after the award.*

### **Cost of Preparation of Offering**

The County will not pay costs incurred in the offering preparation, printing, demonstration or negotiation process. All costs shall be borne by the proposing vendor, with the exception of costs associated with County personnel visits to other sites.

### **Confidentiality of Documents**

All documents submitted as part of the vendor's offering will be deemed confidential during the evaluation process. Vendor offerings will not be available for review by anyone other than the County evaluation team or its designated technical and operational representatives. Following award of contract, all offerings become public documents and are available for public viewing upon written request.

### **Medium of Document**

This RFP is the property of the Marin County Sheriff's Office. The RFP was prepared in Microsoft Word and Excel 365 format. The file must be downloaded from the following website: <https://www.marincounty.org/depts/pw/bids-and-proposals>. **Any other duplication or use of this document is prohibited.**

### **Proposer is Sole Point of Contact**

The Successful Proposer will be the sole point of contact. The Sheriff's Office will look solely to the Successful Proposer for the performance of all contractual obligations which may result from an award based on this RFP, and the awarded Proposer shall not be relieved for the non-performance of any or all subcontractors.

### **Specifications, Defined**

The term "specification" or "RFP specification" as used in this solicitation shall be interpreted to mean all the pages that make up this solicitation, including but not limited to the Request For Proposals, Instructions To Proposer, Terms and Conditions, Detailed Specifications or Scope of Work, Proposal form(s), General Provisions, Special Provisions,

Proposed Equipment & Material Manufacturers form(s), Experience Statement, Subcontractor's List, Workers Compensation Insurance Certificate, Contractor Guaranty statement and Proposal Security Bond.

### **Elected Official Approval**

Elected officials may, at their discretion, reject, accept or modify any proposal recommended to it by the evaluation team.

### **Immigration Laws**

Vendor shall take all steps necessary to ensure that all its employees and any sub-contractors are authorized to work in the United States as required by the Immigration Reform and Control Act of 1986.

### **Prices**

All Proposers shall submit a formal Cost Proposal listing unit prices proposed and shall be signed by the proposer's authorized representative. Taxes, S&H, and/or Freight are to be included as separate line items (in accordance with the pricing forms in Chapter 3).

### **Contractual Obligations**

The successful vendor will be required to enter into a written contract with the Sheriff's Office, setting forth the conditions specified in this RFP, as well as other standard terms and conditions. The County will require certain contractual obligations, regardless of any current agreements between the vendor and the county. Failure to agree to the renegotiate mandate (if relevant) will automatically disqualify the proposal. These terms will include but are not limited to the following:

1. ***Requirement to Meet All Provisions*** - Each individual or firm submitting an offer shall meet all the terms and conditions of the RFP. By virtue of its offering submittal, the vendor acknowledges agreement with and acceptance of all provisions of the RFP specifications.
2. ***Inclusion of Offering*** - The offering submitted in response to this RFP will be required to be included as part of the final contract with the selected vendor.
3. ***Accountability*** - The selected vendor will be required to attend, at a minimum, monthly project status meetings and submit monthly status reports covering such

items as progress of work being performed, milestones attained, resources expended, problems encountered and corrective action taken.

4. **Warranty** - All equipment and software are to be under warranty for at least one year from the date of system acceptance. If the original warranty provided by the manufacturer is longer than the one year period, the County shall receive the benefit of the additional warranty period. The warranty shall require the vendor to be responsible for all cost of parts, labor, field service, and pick up and delivery service charges related to repairs or corrections during the warranty period. There is to be no cost to the County beyond those identified in the offering. Further information is provided under the “Warranty and Maintenance” section of this RFP.
5. **Costs** - All costs must be detailed specifically in the vendor cost summary section of the offering; no additional charges (e.g., for transportation, installation, training, out-of-pocket expenses, etc.) will be allowed unless so specified in the offering. Vendors must fill out all appropriate cost pages (or replicas of these pages).
6. **System Acceptance** - The final contract with the County will contain items such as performance guarantees for system availability, response time, loading capacity, functionality, and system acceptance criteria. Some of the specific guarantees required are identified in Chapter 3. The selected vendor should be prepared to include such items within the scope of services and pricing.
7. **Ability to Perform** - The selected vendor warrants that it possesses, or has arranged through subcontractors, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all federal, state, County, City, and special district laws, ordinances, and regulations.
8. **Laws to be Observed** - The selected vendor shall keep itself fully informed of and shall observe and comply with all applicable state and federal laws and County and city ordinances, regulations and adopted codes during its performance of the work.
9. **Payment of Taxes** - The offering costs shall include full compensation for all taxes which the selected vendor is required to pay.
10. **Permits and Licenses** - The selected vendor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary.
11. **Selection** - The final award of a contract is subject to approval by the elected officials governing the awarding body.
12. **Payment Schedules** - The County and the selected vendor will negotiate a payment schedule based on defined and measurable milestones and deliverables. Under no circumstances will payments be made in advance of work performed. The County will require substantial holdback of contract monies until acceptable performance is demonstrated (a minimum of 25%).
13. **Knowledge of Conditions** - Before submitting an offering, vendors must carefully examine this RFP and inform themselves thoroughly as to all the difficulties involved in the completion of all work pursuant to the requirements of this document. Pleas of ignorance of conditions or difficulties that may be encountered

in the execution of the work pursuant to this document as a result of a failure to make the necessary examinations or investigations shall not be accepted for any failures or omissions on the part of successful vendors to fulfill, nor shall they be accepted as a basis for any claims whatsoever for extra compensation or for the extension of time.

14. **Training** - The County and the vendor will develop a mutually agreeable training schedule. Training will be conducted at the County facilities and consist of both operational and administrative information. Training is a critical issue for County personnel. In preparing your response, be prepared to address the number of persons to be trained, estimated hours of training and the availability of training medium materials (including photocopies, electronic formats and videotape).
15. **Software Defects** - The vendor shall promptly correct all software defects for which the vendor is responsible, within a time period agreed upon by the County and the vendor.
16. **Patents and Royalties** - Vendor, without exception, shall indemnify and hold harmless the County, its officers, officials, employees, designated volunteers (reserves) and agents from any liability of any nature or kind, including costs and expenses for or on account of trademark, copyrighted, patented, or non-patented invention, process or article manufactured or used in the performance of the contract, including its use by County. If the vendor uses any design, device or materials covered by patent, trademark or copyright, it shall be mutually understood and agreed without exception that the offering prices shall include all royalties or costs arising from the use of such design, device or materials in any way involved in the work.
17. **Change Orders** - The Sheriff's Office may at any time, without notice to any sureties, by written change order, make any change in the work specified in the resulting Purchase Order, including but not limited to changes:
  1. In the terms and conditions of the Purchase Order
  2. In the written specifications

NO ORDER, STATEMENT OR CONDUCT, WRITTEN OR ORAL, SHALL BE TREATED AS A CHANGE ORDER UNLESS IN WRITING AND SIGNED BY BOTH PARTIES.
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18. **Formation of Contract** - Receipt of the official County of Marin Purchase Order and/or Contract shall indicate award of proposal and a contract to provide the services.
19. **Invoicing and Payment to Contractor** - Vendor shall detail acceptance of these terms, proposed alternate, and/or any discounts offered in the proposal. In connection with any discount offered, except when provision is made for testing period preceding acceptance by the Sheriff's Office, time will be computed from the date of delivery of the unit as specified, or from the date correct invoices are received in the office specified by the Sheriff's Office if the latter date is later than the date of delivery. The Vendor shall submit invoices to the Sheriff's Office for payment of progress payments, goods and services rendered. Unless otherwise specified, payments will be made in accordance with Sheriff's Office protocol. The vendor's

invoice must easily match the prices listed on their proposal and must include the vendor's social security number or federal tax ID. Contractor shall submit an invoice in duplicate to the following address: Marin County Sheriff's Office, Fiscal Services; 1600 Los Gatos, San Rafael, CA 94903, RE: PO#\_\_\_\_\_. The quotations to be made are **F.O.B. San Rafael, CA 94903**. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose will be paid by the Sheriff's Office unless expressly included and itemized in the bid.

20. ***Contract Alterations and Integration*** - This contract embodies the entire contract between the Sheriff's Office and the Contractor. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. No changes, amendments, or modifications of any of the terms or conditions of the contract shall be valid unless reduced to writing and signed by both parties. The complete contract shall include the entire contents of the RFP solicitation, all addenda, all of Proposer's successful submittals, supplemental agreements, change orders, any required bond(s), and any and all written agreements which alter, amend or extend the contract. No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

### **Other General Conditions**

- ***Current Manufacture*** - Equipment furnished under this specification shall be standard products of manufacturers regularly engaged in the production of such equipment and shall be the manufacturer's latest design. All material and equipment offered shall be new and unused. All equipment shall be UL approved and shall meet FCC acceptance (A, B or both).
- ***Prior Use*** - The County reserves the right to use equipment and material furnished under this offering prior to final acceptance. Such use shall not constitute acceptance of the work or any part thereof by the County.
- ***Current Version*** - "Packaged" application and system software shall be the most current published or vendor's version in use, as of date of system delivery.
- ***Changes*** - No alteration in any of the terms, conditions, delivery, price, quality, or specifications of items ordered will be effective without the written consent of the County.
- ***Penalties*** - The County may wish to include in the final contract penalty provisions for non-performance such as liquidated damages.
- ***Unavailability of Funds*** - If funds are not available to the County, this award will be postponed, canceled or phased. The County makes no guarantee by release of this RFP that any offerings will be selected and/or funded.

**Background Checks** - The successful vendor will be required to authorize the investigation of its personnel proposed to have access to non-public areas of the County facilities. The scope of the background check is at the discretion of the County. Proposed staff will be required to provide their full legal name, date of birth and social security number.

### **Terms and Conditions**

The standard county terms and conditions are depicted on the following pages. Vendors must review the language, and identify any exceptions in Chapter 3. Failure to identify exceptions will relieve the vendor from its rights to negotiate terms, and may disqualify the vendor from further competition.

### **California Public Records Act (CPRA)**

Applicants acknowledge and agree that the County is a public agency subject to the disclosure requirements of the California Public Records Act (“CPRA”). If Applicant’s proprietary information is contained in documents or information submitted to the County, and Applicant claims that such information falls within one or more CPRA exemption, the Applicant must clearly mark such information “CONFIDENTIAL AND PROPRIETARY” and identify the specific lines containing such information.

In the event of a request for such information, County will make reasonable efforts to provide notice to Applicant prior to any disclosure. If Applicant contends that any documents are exempt from the CPRA and wishes to prevent disclosure, then Applicant is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in Marin County before the County’s deadline to respond to the CPRA request. If Applicant fails to obtain such remedy, County may disclose the requested information without penalty or liability.

Applicant further agrees that it shall defend, indemnify, and hold County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees and attorneys’ fees) that may result from deniability by County of a CPRA request for information arising from any representation, or any action (or inaction) by the Applicant.

**ASSIGNMENT AND SUBCONTRACTING**

The Successful Contractor shall have no right, authority or power to sell, mortgage, transfer or assign the resulting contract, or any interest herein, nor any right, power of authority to allow, or permit any other person or persons or organizations to have any interest in or use any part of the rights or obligations granted there under for any purpose whatsoever without the prior written consent of the Sheriff's Office. Neither the contract, nor any interest created thereby, shall pass by operation of law to any trustee or receiver in bankruptcy or to any other receiver or assignee for the benefit of creditors or any claim there under to any other party or parties, except as expressly authorized by the Sheriff's Office.

**AUTHORITY OF THE SHERIFF'S OFFICE**

Subject to the power and authority of the Marin County Sheriff's Office as provided by law in this contract, the Sheriff's Office and its representatives and/or agents, shall in all cases determine the quantity, quality, and acceptability of the work, materials and supplies for which payment is to be made under this contract. The Sheriff's Office shall decide the questions that may arise relative to the fulfillment of the contract or the obligations of the contractor hereunder.

**CONFORMITY WITH LAW AND SAFETY**

Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including Federal, State, Municipal and Local Governing Bodies having jurisdiction over the scope of services or any part hereof, including all provisions of the Occupation Safety and Health Act of 1979 and all amendments thereto, and applicable Federal, State and Local Government Safety Regulations. All services performed by Contractor must be in accordance with these laws, ordinances, codes and regulations. Contractor shall indemnify and save Sheriff's Office harmless from any and all liability, fines, penalties and consequences arising from any non-compliance of violations of such laws, ordinances, codes and regulations.

**GOVERNING LAWS**

This Request for Proposal and the resulting contract/purchase order shall be governed by all applicable federal, state, and local laws, codes, ordinances, and regulations including, but not limited to, those promulgated by CAL-OSHA, FED-OSHA, EPA, EEOC, DFEH, NFPA, the California State Department of Health Services, and the County of Marin Environmental Health Department. This contract shall be in accordance with the substantive and procedural laws of the State of California.

**NUCLEAR FREE ZONE**

The County of Marin is a nuclear free zone in which work on nuclear weapons and/or the storage or transportation of weapons related components and nuclear material is prohibited or appropriately restricted. The County is prohibited or restricted from contracting for services or products with, or investing County funds in, any nuclear weapons bidder. (Chapter 23.12 Nuclear-Free Zone)

### **LOCAL BUSINESS PREFERENCE**

In accordance with County of Marin ordinance # 89-2993; whenever the County of Marin acquires services or supplies by purchase or contract, the Director of Purchasing in evaluating the price or bid, shall award a five (5.0) percent preference on the price submitted by a local County business. (Chapter 3.10 Preference in Contracts and Purchases)

### **LIVING WAGE**

This contract is subject to the County of Marin Living Wage Ordinance #3435 (part), 2005. The ordinance requires the payment of a living wage to all covered employees engaged in providing services pursuant to a service contract as defined in section 2.50.030 (F). Bidder specifically agrees that should the County of Marin investigate allegations of non-compliance with the Living Wage Ordinance, bidder shall make available for audits its books and records relating to the service contract, as well as the books and records of its sub-bidders and bidder will make available employees in furtherance of its investigation. Misrepresentation during the procurement or contracting process in order to secure the contract will disqualify a bidder or bidder from further consideration in the procurement or contracting process. Failure to comply once a contract has been awarded will constitute a material breach of the contract and may result, among other things, in the suspension or termination of the affected contract opportunities for a period not to exceed three years. (Chapter 2.50 Living Wage)

<https://www.marincounty.org/depts/ad/divisions/management-and-budget/living-wage-ordinance>

### **PAYING OF PREVAILING WAGE RATES**

The Board of Supervisors has been provided with a determination of the prevailing rates of wages applicable to this project, which is on file in the office of the County Clerk, copies of which may be obtained from the Department of Public Works. Said rates are based on an eight (8) hour day, forty (40) hour week, except as otherwise noted and currently in effect. Existing agreements between the Building Trades and Construction Industry groups relate to wages, overtime, holidays and other special provisions shall be strictly observed. In compliance with the provisions of Section 1776 of the Labor Code of the State of California, as amended, the Contractor and each of his Subcontractors shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice or worker employed by them in connection with the project. Said records shall be available for inspection at all reasonable hours, and copies shall be made available to the employee or their authorized representative, the State Division of Labor Standards Enforcement, the State Division of Apprenticeship Standards, and the County.

### **FORCE MAJUERE**

Time extension for delay may be allowed to the bidder by the Sheriff's Office for any delay in the completion/delivery of specified items which arises from unforeseeable causes beyond the control of the bidder and without fault or negligence of the bidder, including but not restricted to such causes as



the act or negligence of the Sheriff's Office, stormy or inclement weather in which specified work cannot be done, strikes, boycotts, acts of God, acts of the public enemy, acts of government, fire, flood, epidemics, freight embargo, delays of suppliers which arise from unforeseeable causes beyond the control and without the fault or negligence of both the bidder and supplier.

### **ATTORNEY FEES**

In the event a suit or action is instituted in connection with any controversy arising out of this contract, the prevailing party shall be entitled to receive, in addition to its costs, such sum as the court may adjudge reasonable as to attorney's fees and costs.

### **RIGHT TO AUDIT**

Sheriff's Office shall have the right of audit and inspection of the Vendor's business records at any time during the term of this agreement. Vendor shall have readily available all records related to the performance of the agreement and shall provide office space as may be required for the Sheriff's Office to audit these records.

### **TERMINATION FOR DEFAULT – TIME EXTENSION FOR DELAY**

If the Contractor fails or refuses to prosecute the work, or any separable part therefore, as to insure that the services specified will not be completed and/or delivered within the time specified in the Proposal Documents and Purchase Order, the Sheriff's Office, may by written notice to the Contractor, terminate its right to proceed with the work or such part of the work as to which there has been a delay. The Contractor and its sureties shall be liable to the Sheriff's Office for liquidated damages, or if no liquidated damages are so provided, then for any damages to the Sheriff's Office resulting from the Contractor's failure or refusal to complete/deliver the items within the specified time.

Time extension for delay may be allowed the Contractor by the Sheriff's Office for any delay in the completion/delivery of specified services which arises from enforceable causes beyond the control of the Contractor and without fault or negligence of the Contractor, including but not restricted to such causes as the act or negligence of the Sheriff's Office, stormy or inclement weather in which specified work cannot be done, Strikes, Boycotts, Acts of God, Acts of the Public Enemy, Acts of Government, Fire, Flood, Epidemics, Freight Embargo, or Delays of Suppliers which arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor.

### **CANCELLATION OF THE CONTRACT**

*Without* cause, the Sheriff's Office may cancel this contract at any time with thirty- (30) days written notice to the supplier/contractor. *With cause*, the Sheriff's Office may cancel this contract at any time with ten (10) days written notice to the Proposer. Cancellation for cause shall be at the discretion of the Sheriff's Office and shall be, but not limited to, failure to supply the materials, equipment or service specified within the time allowed or within the terms,

conditions or provisions of this contract. The Successful Proposer may not cancel this contract without prior written consent of the County.

### **TERMINATION FOR CONVENIENCE**

The Sheriff's Office reserves the right to terminate the contract at any time, for the convenience of the Sheriff's Office, without penalty or recourse, by giving written notice to the Contractor at least thirty (30) calendar days prior to the effective date of such termination. The Contractor shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by the Sheriff's Office pursuant to the contract prior to the effective date of termination. Termination compensation can not exceed the monthly service fee, and the termination nullifies the remaining months of the contract.

1. Termination for lack of funding: The County reserves the right to terminate any contract in any user agency if said agency loses funding during the term of the contract.
2. Termination for non-performance: The County may terminate the contract in whole or in part if delivery or performance is repeatedly unsatisfactory. Unsatisfactory performance includes but is not limited to:
  - a. Repeated failure to respond within requested time-frame
  - b. Failure to perform services when promised or expected
  - c. Inability to reach Contractor contact; lack of customer service

### **NON APPROPRIATIONS OF FUNDS**

The Sheriff's Office warrants that it has funds available to remit payments on the resulting Marin County Purchase Order/Contract at the time the purchase order is executed. Should appropriated funds during the term of the Purchase Order become unavailable for the purpose of the Purchase Order, the County of Marin may cancel the Purchase Order by providing the contractor with written notice. Such notice shall release both the County and Contractor from all obligations under the Purchase Order, and Contractor shall refund the County of Marin the balance of any advance payment made for orders of goods and/or services which are outstanding or which have not been received by the Marin County Sheriff's Office.

### **CHANGES IN WORK**

The Sheriff's Office may, at any time work is in progress, by written order and without notice to the sureties, make alterations in terms of work as shown in the specifications, require the performance of extra work, decrease the quantity of work, or make such other changes as the department may find necessary or desirable. The Contractor shall not claim forfeiture of contract by reasons of such changes by the Sheriff's Office. Changes in work and the amount of compensation to be paid to the Contractor for extra work as so ordered shall be determined in accordance with the unit prices of contractor's proposal.

**COMPLIANCE WITH OR DEVIATION FROM SPECIFICATIONS**

Proposer hereby agrees that the material, equipment or service offered will meet all the requirements of the specifications in this solicitation unless deviations from them are clearly indicated in the Proposer's response. Additional information including substitutions should be supplied on a separate supplemental attachment entitled "Exceptions to Specifications," with the corresponding section referenced. Substitutions of equal or greater quality that achieve the same performance as the specification will not lose points. The Sheriff's Office may request by phone clarification of substitution(s), therefore Proposer Representative needs to be available by phone M:F (standard business hours) to reply.

**JURISDICTION AND VENUE**

This contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Marin County, California.

**LIQUIDATED DAMAGES**

An authorized management representative of the Marin County Sheriff's Office shall insure that all services are provided in a timely professional manner as required by these specifications. Such authorized management representative shall notify the Contractor of all discrepancies and request Contractor to respond in a specified time to correct discrepancies. Failure by the Contractor to respond to correct a discrepancy shall be cause for a pro-rate deduction from the monthly invoice.

When the Contractor fails to respond to either a verbal or written request to correct discrepancies to be corrected within a specific time limit established, an "outside" Contractor or County employee(s) may be requested and dispatched to the site to provide the required services or corrective work in accordance with instructions furnished by the authorized management representative. The Contractor who failed to respond shall incur the total cost per the "outside" Contractor's invoice or the total hourly cost, including benefits, of the County employee(s).

Alternately, liquidated damages in the amount of one hundred dollars (\$100.00) for each and every day that the Contractor fails to perform may be assessed to cover damages sustained by the County by reason of such failure. Such amount(s) shall be deducted from the Contractor's monthly invoice. Additionally, the County reserves the right to withhold from any monthly payment due there under sufficient funds to discharge any delinquent accounts of the Contractor resulting from work under this contract.

**FAIR EMPLOYMENT PROVISIONS**

The Contractor awarded this bid and doing the work herein specified shall not knowingly fail to hire or allow to be dismissed from employment thereon any persons because of race, color, sex, religion, national origin, or creed. The hiring of all labor for the work included in this Contract shall be in accordance with applicable directives of the Department of Fair Employment and Housing of the State of California.

The contractor shall comply fully with Sections 508 and 504 of the 1973 Rehabilitation Act in that the Contractor's hiring practices do not discriminate against disabled/handicapped persons.

The contractor shall cooperate fully with the County and affiliated unions to promote and ensure the maximum employment of minorities and other protected group members with particular emphasis on residents of Marin County, in all phases and at all levels of the work. The contractor shall encourage maximum utilization of apprenticeship and other on-the-job training programs to achieve this goal.

Contractor and/or any permitted subcontractor shall not unlawfully harass nor discriminate against any individual based on race, religious creed, color, national origin, ancestry, medical condition, marital status, sex, sexual orientation, age or condition of disability. Contractor and/or any permitted subcontractor understands and agrees that Contractor and/or any permitted subcontractor is bound by and will comply with the nondiscrimination mandates of all Federal, State and local statutes, regulations and ordinances.

A County representative will be available to advise and assist in implementation of the foregoing.

The Contractor shall comply with any and all federal, state and local laws (including, but not limited to the County of Marin Nuclear Free Zone and Living Wage Ordinance) affecting the services provided by the contractor.

#### **NONDISCRIMINATORY EMPLOYMENT**

Contractor shall not unlawfully discriminate against any individual based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Contractor and/or any permitted subcontractor understands and agrees that Contractor is bound by and will comply with the nondiscrimination mandates of all Federal, State and local statutes, regulations and ordinance

#### **IMMIGRATION REFORM and CONTROL ACT of 1986**

By entering this Contract, the Contractor certifies that it does not and will not during the performance of this Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens

#### **INDEPENDENT CONTRACTOR**

The contractor agrees and certifies that they or any of their agents, servants, or employees is not an agent or employee of the Sheriff's Office. The contractor is an independent solely responsible for contractor's acts. The resulting Purchase Order shall not be construed as an agreement for employment with the Sheriff's Office.

**HOLD HARMLESS CLAUSE**

The Contractor shall, indemnify, defend, and hold harmless the County from loss from all suits, actions, or claims of any kind brought as a consequence of any negligent act or omission by the Contractor. The Contractor agrees that this clause shall include claims involving infringement of patent or copyright. For purposes of this paragraph, “County” and “Contractor” includes their employees, officials, agents, and the representatives. “Contractor” also includes subcontractors and suppliers to the Contractor. The word “defend” means to provide legal counsel for the County or to reimburse the County for its attorney’s fees and costs related to the claim. This section shall survive the Contract.

**SEVERABILITY**

If any provision or portions of any provision, of this contract are held invalid, illegal or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.

**PROPOSER AGREEMENT to TERMS and CONDITIONS**

Submission of a signed proposal will be interpreted to mean Proposer has agreed to all the terms and conditions set forth in the pages of this solicitation.

**CONTRACTOR DEBARMENT & SUSPENSION CERTIFICATION**

Title 49, Code of Federal Regulations, Part 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, and manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate to whom it applies, initiating agency, and dates of action.

Note: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of the Certification.

**SUBCONTRACTOR DEBARMENT & SUSPENSION CERTIFICATION**

Title 49, Code of Federal Regulations, Part 29

The Subcontractor, under penalty of perjury, certifies that, except as noted below, he/she or any other person including subcontractors associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Authorized Representative

\_\_\_\_\_

Name (typed)

\_\_\_\_\_

Signature

\_\_\_\_\_

Title

\_\_\_\_\_

Date

\_\_\_\_\_

Name of Company

\_\_\_\_\_

Project Name

**Bidder shall include a signed debarment and suspension certification for every subcontractor listed in the bid. Failure to include subcontractor certification may deem a bid non-responsive.**

Notes: The certification of this provision is a material representation of fact upon which reliance was placed. Proving false information may result in criminal prosecution or administrative sanctions and the termination of the contract for default.

**REJECTION OF PROPOSALS, WAIVER OF INFORMALITIES**

The Sheriff's Office reserves the right to reject any or all proposals, or any part of a proposal. The Sheriff's Office reserves the right to reject the proposal of any Proposer who previously failed to perform adequately for the Department or any other governmental agency. The Sheriff's Office expressly reserves the right to reject the proposal of any proposer who is in default on the payment of taxes, licenses, or other monies due the Department.

**INDEMNIFICATION**

Contractor agrees to release, indemnify, defend, and hold County, its employees, officers, and agents, harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees arising from any and all claims and losses to anyone who may be injured or damaged by reason of Contractor's negligence, recklessness or willful misconduct in the performance of this contract.

**WORKERS' COMPENSATION**

Contractor acknowledges that it is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and it certifies that it will comply with such provisions before commencing the performance of the work of this Contract. If Contractor has employees, a copy of the certificates evidencing such insurance shall be provided to county prior to commencement of work.

**\_\_\_\_ By initialing in the space provided, Contractor warrants that no employees will be used in providing the services under this Contract.**

**INFRINGEMENT**

The vendor must save, keep, hold harmless and fully indemnify the Sheriff's Office and its deputies, officers and employees and agents from all damages, or claims for damages, costs or expenses in law or equity that at any time arise or be set up for any infringement of patent rights, copyright or trademark on any person or persons in consequence of the use by the Sheriff's Office, or by any of its deputies, officers, employees, or agents, of articles to be supplied under this proposal, and of which the vendor is not the patentee or assignee or has not the lawful right to sell same.

This obligation applies to all material under this contract, which will involve exposure to hazardous materials or items containing this material. Neither the requirements of this clause nor any act or failure to act by the Sheriff's Office shall relieve the vendor of any responsibility or liability for the safety of the Sheriff's Office, vendor, or subcontractor personnel or property. The vendor shall comply with applicable Federal, State, and local laws, codes, ordinances and regulations (including the obtaining of licenses and permits) in conjunction with hazardous material.



## **INSURANCE**

Contractor shall maintain a commercial general liability insurance policy in the amount of one million dollars (\$1,000,000.00). Where the services to be provided under this Contract involve or require the use of any type of vehicle by Contractor in order to perform said services, Contractor shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of one million dollars (\$1,000,000.00). Said policies shall remain in force through the life of this Contract and shall be payable on a “per occurrence” basis unless County specifically consents to a “claims made” basis. The County of Marin shall be named as an additional insured on the commercial general liability policy. The insurer shall supply a certificate of insurance with endorsements signed by the insurer evidencing such insurance to County prior to commencement of work, and said certificate with endorsement shall provide for ten (10) day advance notice to County of any termination or reduction in coverage.

**\_\_\_\_ By initialing in the space provided, Contractor warrants that the services to be provided under this Contract do not require the use of any type of vehicle by Contractor.**

Nothing herein shall be construed as a limitation of Contractor’s liability, and County agrees to timely notify Contractor of any negligence claim.

Failure to provide and maintain the insurance required by this contract will constitute a material breach of the agreement. In addition to any other available remedies, County may suspend payment to the Contractor for any services provided during any time that insurance was not in effect and until such time as the Contractor provides adequate evidence that Contractor has obtained the required coverage.

## **LICENSING AND PERMITS**

The Contractor shall maintain the appropriate licenses through the life of this Contract. Contractor shall also obtain any and all permits which might be required by the work to be performed herein.

## **TAXES**

Successful Proposer shall pay all federal, state and local taxes, levies, duties and assessments of every nature due in connection with any work under the contract and shall indemnify and hold harmless the Sheriff’s Office from any liability on account of any and all such taxes, levies, duties and assessments and deductions. Proposal prices shall include allowance for said taxes.

## **COOPERATIVE AGREEMENT**

School Districts, special Districts or other governmental units in the County of Marin shall be capable of purchasing the items specified on this Request for Proposal. The Vendor shall provide firm fixed pricing for all items or services, as specified herein, and allow the agencies described herein to purchase said goods or services at any time during the effective period of the

resulting County of Marin contract/purchase order. Any such “piggy-back” awards will be made independently by each agency, and the County of Marin is not an agent, partner or representative of these agencies and is not obligated or liable for any action of debts that may arise out of such independently negotiated “piggy-back” procurements.

### **NOMENCLATURES**

The terms Successful Proposer, Successful contractor, and Contractor and Vendor may be used interchangeably in these specifications and shall refer exclusively to the firm with whom the Sheriff’s Office enters into a contract because of this solicitation. The terms Proposer and Bidder may be used interchangeable and refer to one of the same.

### **TAXES, FEDERAL EXCISE**

The County of Marin is exempt from Federal Excise Tax.

### **TAX, SALES**

California Sales Tax, 9.25%, should be shown separately on the Bid form, when and where indicated.

### **TAX, CALIFORNIA NONRESIDENT INCOME & FRANCHISE TAX WITHHOLDING**

The California Franchise Tax Board through the California Revenue and Taxation Code (R&TC) Section 18662 and the related regulations requires the withholding of California income and franchise taxes from payment made to nonresident California vendors performing services in this state. Pursuant to California Franchise Tax Board regulations, County will automatically withhold 7% from all payments made to vendors who are non-residents of California for all service related invoices; there is no required withholding on goods provided. In addition, there are higher applicable rates that apply to nonresident foreign non-corporate partners, corporate partners and foreign bank (including financial institution partners.)

### **WAIVER OF INFORMALTIES**

The Sheriff’s Office reserves the right to waive any informalities or technicalities in bids.

**GENUINE PROPOSAL**

The Undersigned hereby certifies that this cost proposal is genuine and not sham or collusive, or made in the interest or on behalf of any person or business not herein named, and that he has not directly or indirectly induced or solicited any other proposer to furnish a sham proposal, or any other person or business to refrain from providing a cost proposal, and that he has not in any manner sought by collusion to secure himself an advantage over any other proposer.

Contractor has read and understands the foregoing and agrees to be bound by all of the foregoing terms and conditions.

\_\_\_\_\_  
**Contractor (Firm Name)**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**



**NON-COLLUSION DECLARATION**  
**TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_ [date], at \_\_\_\_\_ [city], \_\_\_\_\_ [state].”

*(Amended by Stats. 2011, Ch. 432, Sec. 37. (SB 944) Effective January 1, 2012.)*

\_\_\_\_\_  
Printed Name of Document Signer

\_\_\_\_\_  
Signature of Document Signer

**REQUEST FOR PROPOSAL NO. 2021-01**  
**PROPOSAL DOCUMENTS TO BE RETURNED**

The following forms must be completed and submitted on or before the Submittal Deadline.

- One (1) original hardcopy signed in blue ink, and marked as “original”
- One (1) electronic version (emailed)
- One (1) electronic version on electronic medium, submitted with hard copy
- Addendums, if any
- Completed Chapter 3
- Completed Chapter 4 in Microsoft Excel format
- Contractor/Subcontractor Debarment & Suspension Certifications (if applicable, pages 1-24 and 1-25)
- Genuine Proposal (page 1-29)
- On company letterhead and signed by an authorized representative of the company, a formal Cost proposal listing unit cost, any requested/suggested options costs, stated lifecycle costs, and proposed delivery time.
- Offer (page 1-30)
- Non-Collusion Declaration (page 1-31)
- Local Business Preference Certification (if applicable; ATTACHMENT D, on page 1-33)

***Successful Proposer shall also furnish:***

- W-9 Form
- Certificate of Liability Insurance
- A separate endorsement naming the County of Marin as additional insured

**ATTACHMENT D**  
**LOCAL BUSINESS PREFERENCE CERTIFICATION FORM**



Chapter 3.10 of the Marin County Code, Preference in Contracts and Purchases, allows a 5% preference on the price submitted to local businesses which contract with, and sell **services** and **supplies** to the county.

All respondents must certify they meet the definition of local business. Please initial one of the following definitions which apply to your business and describe below:

1. \_\_\_\_\_ **Has its principal place of business in Marin County; or**

Describe: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. \_\_\_\_\_ **has a business license issued in Marin County for a period of six months prior to any claim of preference; or**

Describe: \_\_\_\_\_  
\_\_\_\_\_

3. \_\_\_\_\_ **maintains an office or other facility in Marin in which not less than five persons are employed substantially full time.**

Describe: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Any business which falsely claims a preference pursuant to Chapter, 3.10, shall be ineligible to bid on county purchases or contracts for a period of one year from the date of discovery of the false certifications.

The Local Business Preference Certification form must be completed and returned with your bid/proposal response if you are claiming the 5% local business preference. Upon request, vendor agrees to provide additional information to substantiate this certification.

Vendor certifies information provided is true and accurate under penalty of perjury.

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Title

\_\_\_\_\_  
Email

## **Chapter 2**

# **Background, Volumes and Transactions**



Chapter  
**2**

---

## Background, Volumes and Transactions

### Background

Located north of San Francisco, Marin County is home to approximately 265,000 people within 28 cities and communities. Its proximity to San Francisco places the County within a major metropolitan center of the State of California. The Sheriff's Office is currently dispatched by an internal communications center, relying upon a Hexagon CAD, acquired in 2014. MCSO uses a Tiburon TC law enforcement Records Management System (RMS), Automated Reporting System (ARS), and Corrections Management System (CMS); acquired in 2004.

#### About the Current RMS/ARS/CMS

MCSO owns and manages the Tiburon TC RMS/ARS/CMS (now owned by CentralSquare), providing ongoing support and maintenance. The County has an existing maintenance agreement with CentralSquare to provide comprehensive support, should the need arise. In recent years, the shortcomings of the legacy RMS/ARS/CMS have become increasingly clear. Recognizing that the current RMS/ARS/CMS was originally written more than twenty years ago, it's easy to appreciate why administrators and users seek a contemporary solution that can adapt to the evolving technical and business requirements. MCSO provides records and jail management services for the following agencies:

- Marin County Sheriff's Office
- Marin County Water District
- Belvedere Police Department
- Mill Valley Police Department
- National Park Service Rangers
- Sausalito Police Department
- Tiburon Police Department

**System Equipment**

The County anticipates the vendor will include the required hardware in their proposal.

At a minimum, the county envisions the following on-site equipment:

- RMS Servers
  - Test/Training Server
  - Production Server
  - Reporting Server
  - Interface Server
  - IST Development Server
- JMS Servers
  - Test/Training Server
  - Production Server
  - Reporting Server
  - Interface Server
  - IST Development Server

**Volumes/Transactions**

<u>DEMOGRAPHIC</u>	<u>Current</u>	<u>In 5 Years<sup>1</sup></u>
Total Area (Square Miles)	521	N/A
 <u>VOLUMES</u>		
Calls for Service (Annual)	117,678	120,031
Number of Reports (Annual)	10,812	11,028
Inmates (Average Housed)	300	306
Jail Bed Capacity (Total)	376	376
Mugshot Images (TIPS)	501,436	511,465
Booking Numbers (Total)	282,904	288,562
JID Numbers (Total)	109,548	111,738
Jail Incident Reports (Total)	390	400
MNI (Total)	849,627	864,619
 <u>PERSONNEL/USERS</u>		
	<u>Sworn</u>	<u>Non-Sworn</u>
Marin County Sheriff's Office	219	131
Marin County Water District	6	0
Belvedere Police Department	8	2
Mill Valley Police Department	22	5
National Park Service Rangers	0	2
Sausalito Police Department	24	11
Tiburon Police Department	15	4
<b>Total</b>	<b>294</b>	<b>155</b>

<sup>1</sup> Assumes continued growth rate of 2% annual

## **Chapter 3**

# **Vendor Response**

Chapter  
**3**

---

## Vendor Response

### Vendor Response

The following sections provide the framework for vendors to supply information to the county regarding their company, proposed solution and pricing. Vendors are required to respond to all questions in one of two ways:

- (a) Provide information where requested directly in the spaces indicated; or
- (b) Provide information requested in an attachment clearly indicating the page number and item number to which responding

**Adherence to the format of the RFP is required. Vendors who omit responses may be deemed unresponsive and risk being eliminated.**

**Vendor Services Overview**

1. **Company Name:** \_\_\_\_\_

Local Address Serving  
The County: \_\_\_\_\_  
\_\_\_\_\_

Headquarters Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Representative(s) – Please **highlight** the authorized negotiator:

<i>Name</i>	<i>Title</i>	<i>Telephone</i>	<i>Email</i>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

a. **Company Information**

(1) How many years has the company actively participated in records and jail management systems? \_\_\_\_\_ years

(2) How many employees does the company have?  
Nationwide: \_\_\_\_ employees      In local office: \_\_\_\_ employees

(3) Location of office serving the County \_\_\_\_\_

(4) What was the prime vendor's annual gross revenue during the last previous three fiscal years?

Fiscal Year 2019 \_\_\_\_\_ 2020 \_\_\_\_\_ To Date \_\_\_\_\_

(5) Provide a copy of the company's financial statements for the last two years. Y/N\_\_\_\_

(6) Provide Dun & Bradstreet number \_\_\_\_\_

2. Please fill in the appropriate company name in the column next to the product or service to be provided by that vendor.

	<i>Provided By</i> <b>(Vendor Name)</b>
a. Prime Contractor/Project Management Services	_____
b. RMS Software	_____
c. JMS Software	_____
d. AFR Software	_____
e. Application Software Programs	_____
f. Integration	_____
g. Application Software Maintenance/Support	_____
h. Training (describe) _____	_____
_____	_____
i. External System Interfaces	_____
h. Other (describe) _____	_____



**Chapter 3: Vendor Response**

<i><b>NAME, ADDRESS, CONTACT, TITLE, PHONE NUMBER</b></i>	<i><b>Configuration Installed</b></i>	<i><b>Approximate Service Population</b></i>	<i><b>Operational Applications</b></i>	<i><b>Installation Dates</b></i>
(4)				
(5)				
(6)				
(7)				



**Chapter 3: Vendor Response**

<i><b>NAME, ADDRESS, CONTACT, TITLE, PHONE NUMBER</b></i>	<i><b>Configuration Installed</b></i>	<i><b>Approximate Service Population</b></i>	<i><b>Operational Applications</b></i>	<i><b>Installation Dates</b></i>
(8)				
(9)				
(10)				

**Software**

1. Does the system provide the ability to modify items, (e.g., fields, elements, objects) visible to user based upon security?  
Y/N \_\_\_\_\_
2. Does the system have user definable fields?  
Y/N \_\_\_\_\_
3. Does the system provide a mechanism for data entry validation?  
Y/N \_\_\_\_\_
4. Is the application configurable to enable users to create their own new fields without vendor intervention?  
Y/N \_\_\_\_\_
5. Does the system allow for display or removal of data fields without customization?  
Y/N \_\_\_\_\_
6. Describe how configuration and/or customization changes are affected by subsequent releases.  

---
7. In an attachment, provide a list of planned enhancements with associated target release dates:  
Attached? Y/N \_\_\_\_\_
8. In an attachment, provide a three year plan for product development.  
Attached? Y/N \_\_\_\_\_
9. In an attachment, provide a complete list of all standard ad-hoc reports.  
Attached? Y/N \_\_\_\_\_
10. In an attachment, describe how ad-hoc reports are user configurable.  
Attached? Y/N \_\_\_\_\_
11. The County requires the Offeror to provide Entity Relationship Diagrams (ERDs), data dictionaries, and other data documentation/schematics for the system. Identify whether this information will be provided with the system and summarize the contents that will be provided.  
Attached? Y/N \_\_\_\_\_

**12.** Describe how the proposed Solution complies with the current FBI CJIS Security Policy, and the California Law Enforcement Telecommunications Systems (CLETS) Policies, Practices and Procedures (PPP).

- a. In addition, please describe the Solution's standard security practices, including a description of how the Solution encrypts data transmissions.

Attached? Y/N \_\_\_\_\_

**13.** The County prefers that the Offeror comply with the County's security procedures when accessing the system, which include the use of individual user accounts instead of generic role accounts, obtaining access authorization for each access instance, using Virtual Private Networking (VPN) where applicable, and not sharing passwords or other access information. Please explain how you plan on supporting and maintaining the system while meeting these preferences.

Attached? Y/N \_\_\_\_\_

**14.** The County prefers that three system environments be established prior to cutover to live production: testing, training, and production. The testing environment will be used to test new versions, new data, and alternative configurations of the system both during implementation (e.g., for Functional Acceptance Tests) and post cutover to live operations. The system's training environment will also be used both during implementation (e.g., to train system users) and post cutover to live operations. The system's production environment must be fully tested and ready prior to cutover to live operations of the system and will be used as the main operational environment for the system. The three environments should be independent of each other meaning that transactions occurring in one environment will not impact or modify data contained in the other environments nor impact their performance (i.e., system response times and system availability). Please fully describe the equipment and software contained in each environment, when each environment will be fully operational, and how system users and administrators will be able to access each of these environments.

Attached? Y/N \_\_\_\_\_

**15.** Please describe in detail the process of initially installing the system's client applications on PC and mobile workstations, including all manually performed procedures (i.e., staff having to install or configure system components manually on each PC hosting the client applications).

Attached? Y/N \_\_\_\_\_

16. Please identify the minimum and recommended MDC and PC workstation configurations necessary to effectively host the clients of the system.

Attached? Y/N \_\_\_\_\_

17. Offeror shall describe their standards, policies, and procedures for the following:

- a. System software upgrades and updates
- b. Change control
- c. Configuration management
- d. System testing and releasing of new system software versions and major patches

Attached? Y/N \_\_\_\_\_

18. With the exception of end user workstations, MDC workstations, other mobile devices, printers, and network/communication infrastructure, the County requires that Offerors include in their response to this RFP a "turnkey" system server configuration consisting of all computer equipment, interface equipment, server-related communications equipment, server-related cabling, server-related terminals, server-related workstations, server-related printers, files, operating system software, application software, database management systems, databases, etc., necessary to meet the functional and operational requirements of this RFP. Please explain how the proposed system complies with the specified "turnkey" requirements and identify any exceptions.

Attached? Y/N \_\_\_\_\_

19. While MCSO **strongly prefers an on-premise solution**, please answer the following questions if your company is proposing a cloud-based solution:

- a. Vendor agrees to provide a backup solution following the 3-2-1 rule (3 copies of data, 2 media types, 1 off-site)?

Y/N \_\_\_\_\_

- b. Vendor provides local failover in the event of a local or regional internet outage?

Y/N \_\_\_\_\_

- c. Define the solution's recovery point objective (RPO).

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- d. Define the solution's recovery time objective (RTO).

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- e. Define the solution's bandwidth requirement and maximum latency.

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Attached? Y/N \_\_\_\_\_

## System Interfaces

1. Is there a seamless interface between the proposed CAD, RMS, JMS, AFR, and mobile devices?  
Y/N \_\_\_\_\_
2. Has the vendor previously interfaced with the California Law Enforcement Telecommunications System (CLETS)?  
Y/N \_\_\_\_\_
3. Has the vendor previously interfaced with the California Department of Justice for submitting criminal statistics (CIBRS/NIBRS)? If so, confirm that the vendor is certified by the State for such purposes.  
Y/N \_\_\_\_\_
4. Do the applications employ the XML standard for external interfaces?  
Y/N \_\_\_\_\_
5. Unless otherwise specified, the County will collaboratively develop a single data exchange schema for each of the required data exchanges (interfaces). XML-based, NIST, National Information Exchange Model (NIEM) conformant exchanges are preferred. Although not all of the data elements agreed upon for a specific data exchange (interface) will contain data in each exchange instance, the County will strive, with the system Contractor's assistance, to maintain a set of consistent and valid data exchanges across all of the system's interfaces. The intent is to keep the interfaces and data exchanges as simple and as standardized as possible. Please explain, in an attachment, how you will participate in this process.  
Attachment location \_\_\_\_\_
6. The County prefers that proposals conform to criminal justice standards including but not limited to Department of Justice's (DOJ) National Information Exchange Model (NIEM)<sup>2</sup>, Global Justice Reference Architecture (JRA)<sup>3</sup>, and standards developed by the National Institute of Standards and Technology (NIST)<sup>4</sup>. In particular, the JRA provides a framework for decision making about information sharing solutions by defining highly adaptive justice system service oriented architecture (SOA). Please describe, in an attachment, how the proposed system will conform to these standards.  
Attachment location \_\_\_\_\_
7. The County will be responsible for providing adequate network connectivity between the system and the external systems and databases interfaced to the system as described herein. Please identify in your response to this requirement, the bandwidth requirements between the system and externally interfaced

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<sup>2</sup> <http://www.niem.gov/>

<sup>3</sup> <http://it.ojp.gov/default.aspx?area=nationalInitiatives&page=1015>

<sup>4</sup> <http://www.nist.gov/>

**Chapter 3: Vendor Response**

systems and databases necessary to effectively accomplish the interfaces. Where the network requirements for a specific interface differ from the requirements identified in the response to this Paragraph, the specific network requirements for the interface should be described in the response/explanation for that interface.

Attachment location \_\_\_\_\_

8. The County prefers a system that performs any required data formatting and transformation for exchanging information (e.g., discrete data, data streams, files, images, etc.) between system databases and external systems and databases. Please describe how the proposed system will provide this functionality.

Attachment location \_\_\_\_\_

9. The County desires a system that is able to notify users if access to an interface or interface network is unavailable. Please confirm that your solution provides such functionality.

Y/N \_\_\_\_\_

10. Please fill in the requested information in the columns next to the interfaces that Offeror has successfully implemented between the proposed system and the listed system:

	Vendor(s)	Client Site(s)	Client Contact
1. Message Switch			
2. Hexagon CAD to Vendor's RMS			
3. Vendor's RMS to Vendor's JMS			
4. Vendor's AFR to Vendors RMS and JMS			
5. RMS/JMS/AFR with CLETS/NCIC			
6. RMS/JMS with Journal Court			
7. RMS/JMS with EJUS			
8. JMS to Cogent			
9. RMS to CopLogic (DORS)			
10. RMS to Evidence.com			
11. RMS to Crossroads (Citations and Accident Reporting)			
12. RMS (Traffic) to SWITRS			
13. JMS to Commissary (Keefe)			
14. JMS/RMS SB 384 Export			
15. JMS to VINES			
16. JMS to Journal Psychological Examination Calendar			

- 11.** The County requires mirrored RMS and JMS databases that can be used by the Department of Information Services and Technology for the purposes of extracting data for various County applications and systems. The vendor has included these databases in their proposal, and has included database design documentation, a data dictionary, system architecture, network architecture, file/table layouts, API's (and API documentation), and operational manuals.  
Confirm:

Y/N \_\_\_\_\_



**Licensing**

1. The County **strongly prefers a site license**. Confirm that your company offers site licensing. If so, please provide details below. If not, use the space below to describe your company's approach toward licensing (recognizing that failure to offer site licensing will severely limit the likelihood of the proposal being deemed acceptable).

Y/N \_\_\_\_\_

## Computer Hardware

Although a complete "turnkey" system server configuration is required, the County retains the right (i.e., option) to purchase any of the equipment, operating system software, databases, and third party software included in the Offeror's response to this RFP directly from County sources. Should the County exercise its option to purchase any of the equipment, operating system software, databases, and third party software included in the Offeror's response, it will purchase only equipment and software meeting the Offeror's specifications. Please identify and describe any impacts in terms of support or costs stemming from the County exercising this option.

Attached? Y/N \_\_\_\_\_

### 1. *Server Equipment Requirements*

Please provide the minimum required hardware configurations for each system component that will function as a server (e.g., application server, database server, file/print server, message switch).

a. System Information

(1) Vendor \_\_\_\_\_  
(2) Model \_\_\_\_\_

b. CPU

(1) Type (Current/Projected) \_\_\_\_\_  
(2) Speed (Current/Projected) \_\_\_\_\_

c. # CPU's

(1) Minimum Required (Current/Projected) \_\_\_\_\_  
(2) Recommended (Current/Projected) \_\_\_\_\_

d. Memory

(1) Minimum Required (Current/Projected) \_\_\_\_\_  
(2) Recommended (Current/Projected) \_\_\_\_\_

e. Disk space capacity

(1) Minimum Required (Current/Projected) \_\_\_\_\_  
(2) Recommended (Current/Projected) \_\_\_\_\_

f. Disk Array Configuration Proposed? Y/N \_\_\_\_\_

(1) RAID Level(s) supported \_\_\_\_\_  
(2) Hot-swappable drives/components included Y/N \_\_\_\_\_  
(3) Automatic, on-line data recovery supported Y/N \_\_\_\_\_

- g. Number of users supported \_\_\_\_\_
- h. Number of transactions supported per second \_\_\_\_\_
- i. Indicate any additional servers in the same product line that represent fully software compatible systems for future growth and capacity.  
\_\_\_\_\_

**2. *User Workstation Requirements – Desktops and Laptops/Mobile Devices***

Please provide both the minimum required and recommended configurations for laptops and/or mobile devices that will allow for proper performance of all proposed application functionality.

- a. CPU Type/Speed
  - (1) Minimum required \_\_\_\_\_
  - (2) Recommended \_\_\_\_\_
- b. Memory
  - (1) Minimum required \_\_\_\_\_
  - (2) Recommended \_\_\_\_\_
- c. Disk Space
  - (1) Minimum required \_\_\_\_\_
  - (2) Recommended \_\_\_\_\_
- d. Display resolution(s)
  - (1) Minimum required \_\_\_\_\_
  - (2) Recommended \_\_\_\_\_
  - (3) Supported \_\_\_\_\_
- e. Other hardware
  - (1) Required \_\_\_\_\_
  - (2) Recommended \_\_\_\_\_
- f. Operating System(s)
  - (1) Recommended \_\_\_\_\_
  - (2) Supported \_\_\_\_\_
- g. Additional applications/software
  - (1) Required \_\_\_\_\_
  - (2) Recommended \_\_\_\_\_

**Implementation**

**1. Methodology**

- a. Attach an implementation plan and schedule for a project of similar size and complexity that your company has completed with your offering response.
  
- b. Attach a Microsoft Project workplan to the offering that includes the following:
  - Specific milestones and deliverables
  - Estimated milestone completion dates
  - System design and implementation plan
  - Software integration and installation plan
  - Detailed test plan
  - Detailed training plan
  - Follow up and evaluation plan
  
- c. What software modules are typically grouped and installed together?  
\_\_\_\_\_  
\_\_\_\_\_
  
- d. What amount of elapsed time in months is typically required to implement a project of this size and complexity?  
\_\_\_\_\_  
\_\_\_\_\_

**2. Installation**

- a. Describe the software installation services included in this offering.  
\_\_\_\_\_  
\_\_\_\_\_
  
- b. Describe all customer installation responsibilities.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
- c. Is software installation performed at the client site or at the vendor's offices? Y/N \_\_\_\_\_

- d. If software installation is performed at the client’s site, is vendor staff on-site to perform the installation, or is it accomplished remotely?

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- e. Define the required County staff and related training during implementation, testing and recurring support of the proposed solution:

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- f. Upon completion of the system design, development, integration and installation, and prior to the start of the functional systems test, the County requires that vendors conduct unit tests of all software to demonstrate to the County Project Manager or designee satisfaction that the system and its components meet all required functionality and adhere to the specifications and procedures incorporated in the RFP and that the system operates as defined by the RFP. Describe any objections:

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**3. *Certification, System and Acceptance Testing***

- a. The selected vendor is expected to jointly develop mutually agreeable system certification, acceptance and testing procedures. Please describe your approach to such procedures.

**4. *Implementation Team Resources***

- a. Describe how you propose to supplement the County’s project team. Describe the project organization for implementation, including:
- Project organization chart clearly illustrating lines of authority
  - Number of resources, the role of each individual, and expected duration and cost of service for each individual
  - Identification of the (Prime) Vendor project manager responsible for day-to-day operations for the project and on-site activities
  - Identification of the technical lead for the project, who will play the primary hands-on leadership role in all technical aspects of the project
- b. Include a resume for each member of the proposed implementation team.

**Training**

Training shall be a combination of direct and “Train the Trainer” method and shall be provided to County personnel who shall be responsible for ongoing training of all County end users. In addition, supervisory levels will receive training tailored to their purposes, as will the systems staff responsible for administering and maintaining the system. Vendors may propose an alternate training configuration or approach, so long as the training goals are achieved.

1. In summary, describe the training courses, type (e.g., lead instructor, interactive CD), and associated hours which are included with the proposed system.

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2. How many hours and/or days of training are typically required for a comparable sized customer?

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3. Can training be scheduled to accommodate multiple shifts and alternative working hours?

Y/N \_\_\_\_\_

- a. Is there an additional cost associated with this training approach?

Y/N \_\_\_\_\_

**Chapter 3: Vendor Response**

- 4. Indicate the hardware and software training included in this offering. All training costs should be identified in the Pricing Forms section.
- 5. Please list the number of training hours required to reach functional RMS, JMS, and AFR competency for each of the following roles.

Dispatcher	_____
Deputy/Police Officer	_____
Records Clerk	_____
Detective	_____
Crime Analyst	_____
Property/Evidence Clerk	_____
Jailer	_____
Jail Medical Personnel	_____
System Administrator	_____

- 6. Training manuals must include the following:
  - a. Instructor Manual(s) Y/N \_\_\_\_\_
  - b. Student Training Manual(s) Y/N \_\_\_\_\_
  - c. **All** manuals in MS Word format Y/N \_\_\_\_\_
  - d. **All** manuals in other media format (PDF) Y/N \_\_\_\_\_
  - e. Master recordings of all training Y/N \_\_\_\_\_

**Documentation**

1. Is the Information Model (e.g., data dictionaries and schema information) provided to clients for all databases? Y/N \_\_\_\_\_

If yes, describe how and in what form the Information Model is made available to users. That is, is it on CD, the web, hardcopy, etc?

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2. Ability to maintain on-line user-defined documentation and procedures:
- a. Provide spell/grammar check capability Y/N \_\_\_\_\_
  - b. Searchable by key words Y/N \_\_\_\_\_
  - c. Download information from existing text files Y/N \_\_\_\_\_
  - d. Glossary of terms Y/N \_\_\_\_\_
  - e. Standard operating procedures Y/N \_\_\_\_\_
  - f. Policies Y/N \_\_\_\_\_
  - g. Statutes and codes Y/N \_\_\_\_\_

3. Ability to track User name and revision dates when on-line user documentation is revised/changed Y/N \_\_\_\_\_

4. A full set of user documentation should be available detailing the functionality of each application. User documentation should be in narrative form and should be understandable to non-technical users. Also, an on-line version of this documentation is desired to allow key word searching to facilitate location of the needed text.

- a. On-line context-sensitive help functions Y/N \_\_\_\_\_
- b. On-line user-friendly tutorial Y/N \_\_\_\_\_
- c. Site-specific on-line documentation and user guide Y/N \_\_\_\_\_
- d. Keyboard templates Y/N \_\_\_\_\_
- e. Field level help Y/N \_\_\_\_\_
- f. Flyover messages Y/N \_\_\_\_\_



5. A full set of technical documentation describing systems design, operations, troubleshooting, and performance tuning should be made available to the systems administrator.

a. System Manager's Guide

Y/N \_\_\_\_\_

b. Other (please describe)

\_\_\_\_\_  
\_\_\_\_\_

6. The County will require the selected vendor to place all source code in a third party escrow account. The account must include all historic and current software releases, documentation for the duration of the County's ownership of the vendor supplied products and the Department must reserve unmitigated access to the source code for Department-only usage.

Vendor agreement: Y/N \_\_\_\_\_

**Warranty, Support and Maintenance**

Complete the warranty and maintenance matrix below based on your proposed approach. Complete one matrix per vendor offering warranty/maintenance services.

<i>Proposed Services</i>	<i>Vendor _____</i>	
	<i>System Software</i>	<i>Application Software</i>
What is the length of the warranty (months)?		
<b>(Warranty must start at acceptance)</b>		
What are the hours of warranty coverage (e.g., M-F 0700-1800)?		
What are the hours of maintenance coverage (after the warranty expires)?		
Warranty/Maintenance Services:		
• Telephone Support (Y/N)?		
• Toll Free “800” number (Y/N)?		
• Remote dial-up software diagnostics (Y/N)?		
• Updates, enhancements and bug fixes included (Y/N)?		
• How often are enhancements provided?		
• User group membership (Y/N)?		
• Newsletter (Y/N)?		
Service/Support Response Time (hours):		
• Via telephone/modem		
- Average?		
- Guaranteed?		
• On-site		
- Average?		
- Guaranteed?		
On-Call “After Hours” Services (e.g., M-F 1800-0700):		
• Hourly rate for service personnel?		
• Minimum hours charged?		
How many years will you guarantee support of the proposed software?		

**1. Please answer the following regarding the preceding matrix:**

List any exceptions or limitations to your proposed warranty/maintenance services for the software as indicated within the matrix.

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**2. System Maintenance and Operation**

a. What are the County's obligations following a new release/major redesign of an application?

b. The County requires that backup and archiving must not require system interruption. Confirm that your solution meets this requirement.

Y/N \_\_\_\_\_

c. Define a plan for daily, weekly, monthly backup and archiving:

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d. Does the vendor mandate the installation of new releases? Y/N \_\_\_\_\_

(1) How soon? Months \_\_\_\_\_

(2) Is there an additional charge for the new release? Y/N \_\_\_\_\_

(3) Is conversion assistance provided, if necessary? Y/N \_\_\_\_\_

(4) Is new documentation supplied? Y/N \_\_\_\_\_

(5) Is additional training provided? Y/N \_\_\_\_\_

(6) Is maintenance continued for the old release? Y/N \_\_\_\_\_

(7) If yes, for how long? Months \_\_\_\_\_

e. Describe your policy and timing for dropping support of client operating system(s), server operating system(s) and database versions.

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f. List contact names, phone numbers and addresses for user groups that focus on elements of the proposed solution set.

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- g. Describe problem management and escalation procedures.

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- h. Does the system provide knowledge base keyword search capability to facilitate a search of the knowledge base to facilitate problem resolution?

Y/N \_\_\_\_\_

Describe the support knowledge base format (e.g., web site, distributed media).

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**3. *Post Implementation Support***

Support after the new software is introduced is as important to the County as implementation assistance. Please describe post-implementation system support, including the following:

- a. Transition from implementation team to another party (if appropriate)?

Months \_\_\_\_\_

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- b. Describe all parties with which the County would be working.

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- c. Response procedures for priority vs. non-priority calls

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- d. Hours of service:

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- e. Remote site support:

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- j. Describe the procedures for customer-initiated trouble reporting, status tracking and correction:

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- k. Describe the procedures for using the 24-hour hot line service:

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- l. Describe any software or hardware used to assist in technical troubleshooting (indicate any costs in the Pricing Forms):

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## **Pricing Forms**

This section requires a detailed price breakdown for the proposed systems. Vendors should provide all prices as firm fixed amounts, except where requested on a different basis.

All prices must be detailed. No additional charges (e.g., for sales tax, transportation, container packing, installation, training, out-of-pocket expenses) will be allowed unless so specified.

Vendors must complete all applicable price pages in this section or risk disqualification.

1. *Total Solution Cost Summaries*
2. *Computer Hardware*
3. *Computer System Software*
4. *Application Software (Base Software and Options)*
5. *Other Implementation Costs*
6. *Additional Recommended Software/Services*

**1. Total Solution Cost Summaries**

Provide a summary of costs associated with the proposed system. Any entries in this table should agree with the corresponding detail pages.

**One-Time Costs**

Description	One-Time Price	Applicable Tax (9.25%)	Total Price
Computer Hardware			
Computer System Software			
Application Software			
Other Implementation Costs			
Additional Recommended Software/Services			
<b>TOTAL PRICE</b>			
	\$	\$	\$

**Recurring Costs**

Description	Recurring Price	Applicable Tax (9.25%)	Total Price
Computer Hardware			
Computer System Software Maintenance			
Application Software Maintenance			
Recurring Costs on Additional Recommended Software/Services			
<b>TOTAL PRICE</b>			
	\$	\$	\$









**4. Other Implementation Costs**

List all other costs associated with the system implementation. Prices not identified will not be accepted in a final contract. The TOTAL PRICE in this table should agree with the Other Implementation Costs Total Price in the One-time Costs table.

Description	Price	Applicable Tax (9.25%)	Total Price
Software Modification/Customization			
Installation			
Systems Integration (Interfaces)			
Project Management			
User Training			
Technical Training			
Documentation			
RMS/JMS Data Conversion Including: Arrests, Attachments, Calls for Service, Cases, Citations, Evidence, Field Interviews, Incidents, Jail Incidents, Master Indexes (Including Names, Locations, and Vehicles), and TIPS.			
Travel Expenses			
Photo-Related Hardware			
Property/Evidence Hardware			
Other			

**TOTAL PRICE**    \$                    \$                    \$





## **Chapter 4**

# **Functional Response**

Chapter  
**4**

# Technical and Functional Requirements

## Requirements

The specifications are included in the following MS Excel file (double click icon, below).



MCSO Chapter 4  
Sep 9.xlsx



*EXPANSION PAGE*  
*(PLEASE DON'T DELETE)*