

	KC 2022-114 REQUEST FOR PROPOSAL	PURCHASING DEPARTMENT 619 DIVISION ST. MS-7 PORT ORCHARD, WA 98366 PHONE: (360) 337-4788
	INSTRUCTIONS	

Materials and/or Service Requested: The Kitsap County Prosecutor’s Office is seeking a new case management system to replace its legacy system.

Schedule of Events: The following is the County’s best estimate of the schedule of events. The schedule is subject to change as deemed necessary by the County.

ITEM	DUE DATE, TIME, AND LOCATION
Issuance of Request for Proposal	March 9, 2022
Written Questions Due	March 18, 2022, Time: 4:00 pm (Pacific Time)
Addendum Issued	March 23, 2022, Time: 4.00 pm (Pacific Time)
Proposal Due Date	March 25, 2022, Time: 4:00 pm (Pacific Time)
Demonstrations	If needed - will be schedule the week of March 28-April 1, 2022

County Point Of Contact. Questions and correspondence regarding the Solicitation shall be directed to the Purchasing Supervisor.

Mailing Address for USPS delivery:

Glen McNeil, Purchasing Supervisor
 Kitsap County Purchasing Office
 614 Division Street, MS-7
 Port Orchard, WA 98366

Phone: (360) 337-4789

Email: Purchasing@co.kitsap.wa.us
www.kitsapgov.com/das/pages/online-bids.aspx

Physical Address for courier or hand delivery:

Glen McNeil, Purchasing Supervisor
 Kitsap County Administration Building
 Purchasing Office – Fourth Floor
 619 Division Street
 Port Orchard, WA 98366

BIDDERS ARE REQUIRED TO READ AND UNDERSTAND ALL INFORMATION CONTAINED IN THE ENTIRE SOLICITATION PACKAGE. BY SUBMITTING A PROPOSAL IN RESPONSIVE TO THIS SOLICITATION, THE BIDDER AGREES THAT HE/SHE HAS READ, UNDERSTANDS, AND AGREES TO COMPLY WITH ALL REQUIREMENTS AND DOCUMENTS IN THE SOLICITATION.

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SCOPE OF WORK

Article 1. Definitions and Acronyms

Article 2. Project Overview and Objectives

EXHIBITS

Exhibit A: Proposal Certification form

Exhibit D: Contractor References form

Exhibit B: Exceptions and Assumptions form

Exhibit E: Subcontractor Identification form

Exhibit C: Cost Proposal form

Exhibit F: Case Management System Contract

1. Definitions. The following definitions will be used in the Solicitation, associated documents, and resulting Contract, regardless of capitalization.
 - A. Addenda means written instructions issued by the Purchasing Supervisor prior to the bid due date and time which modify or interpret the Solicitation documents by additions, deletions, clarifications, or corrections.
 - B. Bid or Proposal means the offer submitted by the Bidder in response to this Solicitation.
 - C. Bidder means the person or entity submitting a proposal in response to the Solicitation.
 - D. Contract means the agreement to provide the goods and/or services that are the subject of this Solicitation. The Contract will be comprised of the Solicitation documents, which include the Bid Instructions, scope of work, specifications, all exhibits, any County clarifications and addenda, the Contractor's proposal as accepted by the County, the agreement signed by the parties, and all appendices, amendments and exhibits referenced herein and therein.
 - E. Contractor means the person or entity awarded a Contract resulting from the Solicitation.
 - F. Solicitation means the entire Request for Proposal packet which includes without limitation, the instructions, scope of work, specifications, all Addenda, attachments, and exhibits.
 - G. Work or Services means all work to be performed, services to be provided, and equipment to be furnished as identified in the Solicitation.

For purposes of the Solicitation the words "shall", "must", or "will" are equivalent in the Solicitation and indicate a mandatory requirement or condition.

2. Questions, Communications. All communications concerning the Solicitation must be in writing directed to the Purchasing Supervisor and reference the Solicitation number, page, and section number. Questions will be accepted up to the due date and time identified in the Schedule of Events. Questions received after the deadline are untimely and will not be answered. Bidders are to obtain written clarification from the Purchasing Supervisor regarding any inadequacy, omission, or conflict prior to submitting a Proposal. Failure to do so will not relieve the Bidder of any responsibilities under the Solicitation or any subsequent Contract. Only answers to questions communicated by the Purchasing Supervisor in an issued addenda will be binding on the County. **Bidders that communicate with other county staff regarding the Solicitation without prior authorization from the Purchasing Supervisor may be disqualified.**
3. Proposal Due Date, Time. Proposals must be received by the Kitsap County Purchasing Department at the specified location by the Proposal due date and time. The Bidder is responsible for the timely delivery, regardless of the delivery method. Proposals and requests for modifications received after the due date and time are untimely and will be rejected. The timeliness of submissions is determined in the discretion of the County.

4. Format, Submission, Copies, Signature
- A. Electronic files shall be submitted in a format acceptable to the County. Acceptable formats include DOC and DOCX (Microsoft Word), XLS and XLSX (Microsoft Excel), PPT, and PPTX (Microsoft PowerPoint), or PDF (Adobe Acrobat). Requests to submit files in another format should be directed to the Purchasing Supervisor.
- B. Signed Proposals shall be submitted to the Purchasing Supervisor at the address identified on the first page of the Solicitation in a sealed envelope or package provided by Bidder and shall identify Bidder's name and address, Solicitation name and number, and submittal date on the outside of the envelope or package. Proposals submitted by email or fax will not be considered. Flash drives and thumb drives are acceptable. Bidder is to return all exhibits and addenda signed by a person authorized to sign on behalf of the Bidder. Unsigned Proposals may be rejected by the County as incomplete.
- C. Bidders shall submit: **one (1) original**, marked "original", **four (4) hard copies**, and **one (1) electronic copy** of their Proposal.
- D. Proposals are to be signed by the person with legal authority to act on behalf of the entity.
1. Corporation. Proposal shall be executed by the president, vice-president, or other authorized corporate officer on behalf of the corporation.
 2. Partnership. If submitted by a partnership, the Proposal shall be executed by a general partner on behalf of the partnership (whose title must appear under the signature). The official address of the partnership shall be shown below the signature.
 3. Limited Liability Company. If submitted by a limited liability company, the Proposal shall be executed in the name of the LLC by a member and accompanied by evidence of authority to sign.
 4. Joint Venture. If submitted by a joint venture, the Proposal shall be executed by each participant in the joint venture, pursuant to a joint venture agreement.
5. Acceptance Of Terms And Conditions. The submission of a Proposal pursuant to this Solicitation constitutes acknowledgment and acceptance of all terms and conditions set forth in the Solicitation.
6. Addenda. Bidders are responsible for checking for Addenda, which will be posted on the County website at <https://www.kitsapgov.com/das/Pages/Online-Bids.aspx>. The County will issue an Addenda if it modifies the Solicitation or responds to questions. Bidders are to acknowledge receipt of all Addenda on the Proposal Certification form and submit all signed Addenda and completed exhibits with the Proposal.
7. Addenda Conflict. If there is any conflict between the Addenda, or between the Addenda and the Solicitation documents, the document issued last in time controls.
8. Exceptions, Assumptions. Proposals in strict compliance with the Solicitation are desired. Bidder shall provide a complete comprehensive list of all exceptions requested and assumptions made when preparing the Proposal using the Exceptions and Assumptions form. **Any exception or assumption not specified on the Exceptions and Assumptions form will be considered void and not part of the Proposal**. The absence of an identified exception or assumption on the form shall mean the Bidder acknowledges, accepts, and agrees to comply with all terms and conditions as identified in the Solicitation in every respect. A Proposal with an exception or deviation to any material requirement of the Solicitation may be rejected.

9. Costs, Taxes. Proposals shall identify the total costs, fees, and charges for the goods and/or services requested in the Solicitation on the Cost Proposal form. The total cost shall include all freight, handling, delivery, surcharges, and other incidental charges that may be required to provide the services or deliver the goods. All prices shall include freight FOB destination, freight included to the designated delivery point. The County is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate line item. Payment of all costs, fees and other charges not identified on the Cost Proposal form shall be the responsibility of the Bidder.
10. Rejection, Waiver. The County in its sole discretion retains the right, without penalty, to reject any and all Proposals or portions thereof, and/or waive or reject any defects, informalities, or irregularities;
11. Non-Responsive Proposal. The County in its sole discretion retains the right, without penalty, to any Proposal, in whole or in part, as nonresponsive if the Proposal a) is submitted late or incomplete; b) is noncompliant with any part of the Solicitation; c) contains inaccurate, misleading, exaggerated, or false information; d) fails to respond to every Solicitation item or to provide all information requested; e) is irregular; and/or f) takes exception or assumption. Proposals will be considered irregular if they show alterations in form, additions not called for, conditions or unauthorized alterations, or irregularities of any kind.
12. Preparation Costs. Bidder understands and agrees that the County is not responsible for any costs incurred by the Bidder in the preparation or submission of a Proposal including without limitation the costs associated demonstrating, presenting, or negotiating in response to the Solicitation.
13. Acceptance Period. All Proposals timely submitted shall remain open and may not be withdrawn for **one hundred twenty (120) days** after the submission date.
14. Acceptance Does Not Bind County. Acceptance of a Proposal does not bind the County until it is approved by the appropriate County level of authority and a Contract is executed by the parties.
15. County Right To Withdraw Or Amend. The County in its sole discretion retains the right, without penalty, to withdraw, amend, cancel, or reissue all or any portion of the Solicitation at any time, for any reason or no reason, up to Contract execution when it is in the best interests of or advantageous to the County.
16. Bidder's Withdrawal Or Modification. Bidder may modify or withdraw a submitted Proposal prior to the Proposal due date and time. A request to modify or withdraw a Proposal must be in writing, signed by an authorized representative of Bidder and submitted to the Purchasing Supervisor. Faxed withdrawals will NOT be accepted. A withdrawn Proposal may be re-submitted prior to the Proposal due date and time. Negligence in preparing or submitting a Proposal confers no right of withdrawal or modification after the due date and time.
17. Bidder Responsibilities. Bidders shall assume that any purchase, responsibility, insurance, and any other action or activity which is necessary for the satisfactory provision of the goods and services requested in the Solicitation, but not specifically designated as a County responsibility, are the responsibility of Bidder's operation, and Bidder must include these in its response to the Solicitation.
18. Serial Numbers. Equipment included in a Proposal shall possess the original unaltered manufacturer's serial number, if applicable. The County, throughout the Contract term, reserves

the right to reject any altered equipment.

19. Brand Names, Equivalents. References to manufacturers, trade names, brand names or catalog numbers (collectively “Identifiers”) in the Solicitation are intended to be descriptive, not restrictive unless otherwise stated. Identifiers are intended to indicate the level of quality, design, or performance desired. Proposals with equivalent products of equal or greater quality, design or performance may be considered. Proposals must clearly describe alternate Identifiers and indicate how it differs from the product specified in the Solicitation; and, include complete and sufficient descriptive literature and specifications to enable a full and fair determination as to whether the proposed alternate will be equivalent to or better than the product named in the Solicitation. The County has the sole discretion to accept or reject any like item and may require the Bidder to provide additional information and/or samples. If the Bidder does not specify otherwise, it is understood that the referenced Identifier is required and will be provided under the Contract.
20. Silence or Omission. The apparent silence or omission in the Solicitation as to any detail shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the Solicitation shall be made based of this statement.
21. Descriptive Literature. All Proposals are to include complete manufacturer’s descriptive literature regarding the equipment, goods and services proposed. Literature shall provide sufficient detail to allow full and fair evaluation of the Proposal submitted.
22. Test Models, Samples. The County may request any or all Bidders to provide a test model or sample of the product(s) proposed on a no-charge basis. The performance, characteristics, and components of the model and samples submitted for inspection and testing will be considered a representative model of the products proposed and intended for delivery. Any product tested and found not capable of meeting the requirements of the Solicitation specifications will not be considered for a Contract award. The County is not responsible for any damages that may occur to any model or sample supplied for testing.
23. Non-Exclusive Contract. The County intends to award one contract and does not anticipate multiple awards. Regardless, the County retains the discretion to make multiple or partial awards to obtain the same or similar goods and/or services that are the subject of the Solicitation and/or to order greater or less goods and/or services based on the needs of the County. Contracts resulting from the Solicitation are not exclusive service agreements.
24. Firm Pricing. Prices will be firm for the entire contract period identified in the Solicitation unless the solicitation specifically provides otherwise.
25. Applicable Laws. The solicitation, any proposal submitted in response, and the resulting contract shall be governed in all respects by the laws of Washington state, without regard to conflicts of law or choice of law provisions.
26. Compliance With Laws. The Contractor and Contractor’s Proposal shall comply with all applicable federal, state, and local law, rules, regulations, executive orders, directives of its domicile and wherever performance occurs in connection with the funding source, executive, delivery, and performance of the Contract, regardless of whether they are referred to by the County.
27. Interlocal Purchasing Agreements. This is for information only and not to determine award. Chapter 39.34 RCW allows cooperative purchasing between public agencies, nonprofits, and

political subdivisions. Public agencies that file an intergovernmental cooperative purchasing agreement with Kitsap County may purchase from County Contracts. The Bidder has the option to agree to sell additional items at the Proposal prices, terms, and conditions, to other eligible governmental agencies. The County has no responsibility for the payment of such purchases. Should the Bidder impose additional costs for such purchases, the Bidder is to name such additional pricing as a supplement to their Proposal.

28. Discussions. The County reserves the right to conduct discussions with Bidders for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes to clarify a Proposal and assure full understanding of, and responsiveness to, Solicitation requirements.
29. Interviews, Demonstrations. The County reserves the right, but not the obligation, to conduct interviews and/or demonstration with some or all Bidders at any point during the evaluation process. In the event interviews and/or demonstrations are conducted, information provided during this process may be taken into consideration when evaluating the stated criteria. The Bidder will not be reimbursed by the County for any costs associated with the interview and/or demonstration process.
30. Contract Terms. The Contractor will be required to sign the Contract identified in the Solicitation, if any. No alternations of the Contract will be permitted without prior written approve of the county. Objections to any of the Contract provisions must be set out in the Exceptions and Assumptions Form. Failure to identify an exception on the Exceptions and Assumptions Form is considered acceptance. The County reserves the right to add terms and conditions during Contract negotiations.
31. Negotiations, Award. Negotiations are scheduled at the convenience of the County. Should the evaluation process result in a top-ranked Proposal, the County may limit negotiations to that Bidder and not negotiate with any lower-ranking Bidder. If negotiations are unsuccessful with the top-ranked Bidder, the County may then go down the line of remaining Bidders, according to rank, and negotiate with the next highest-ranking Bidder. Award will be made to the qualified Bidder whose proposal will be most advantageous to the County.
32. Licenses, Certifications, Business Standing. Bidders, both corporate and individual, must be fully licensed and certified (in good standing) for the type of work to be performed in Washington state at the time of proposal and for the duration of the Contract. A selected Bidder whose business structure requires that documents be filed regularly with the Washington Secretary of State Corporation Commission (WSSC) must remain in good standing with the WSSC during the term of the Contract. An out-of-state firm must file necessary documents with the WSSC as doing business in Washington prior to execution of the Contract and must remain in good standing with the WSSC and the state where the original documents were filed.
33. Background, Security Investigations. Background and security investigations of Contractor's staff may be required at the discretion of the County as a condition of beginning and continuing work under any resulting contract. The cost of background checks is the responsibility of the Contractor.
34. Conflict Of Interest. No County employee whose position in the County enables him/her to influence the selection of a Contractor for this Solicitation, or any competing Solicitation, nor any spouse of economic dependent of such employees, shall be employed in any capacity by a Bidder or have any other direct or indirect financial interest in the selection of a Contractor as provided in Chapter RCW 72.23 RCW.

35. Debarment. The Bidder certifies, by submission of the Proposal, that the Bidder fully complies with the Federal, State, and County certification requirements regarding debarment, suspension, ineligibility, and voluntary exclusion as provided in Executive Order 12549, Debarment and Suspension and implemented at 34 CFR, Part 85.
36. Gratuities, Kickbacks. Washington law imposes civil and criminal penalties for violation of purchasing guidelines, bribes, gratuities, and kickbacks.
37. Public Records, Confidential Information. All Proposals and other materials submitted will become the property of the County for use as deemed appropriate and are subject to release pursuant to the Public Records Act (Act), chapter 42.56 RCW. Bidders should clearly identify in its Proposal any specific information that it claims to be confidential or proprietary. IF THE COUNTY RECEIVES A REQUEST UNDER THE ACT TO INSPECT THE INFORMATION CLEARLY IDENTIFIED BY THE BIDDER AS EXEMPT FROM DISCLOSURE, THE COUNTY'S SOLE OBLIGATION WILL BE TO MAKE A REASONABLE EFFORT TO NOTIFY THE BIDDER OF THE REQUEST AND THE DATE THE EXEMPT INFORMATION WILL BE RELEASED TO THE REQUESTOR UNLESS THE BIDDER OBTAINS A COURT ORDER TO ENJOIN DISCLOSURE PURSUANT TO RCW 42.56.540. THE COUNTY WILL RELEASE THE INFORMATION UNREDACTED ON THE DATE SPECIFIED, ABSENT RECEIPT OF A COURT ORDER ENJOINING SUCH DISCLOSURE. THE COUNTY WILL NOT CLAIM ANY EXEMPTION FROM DISCLOSURE UNDER THE ACT ON BEHALF OF THE BIDDER. The County will not be liable to the Bidder for releasing records that have been marked by the Bidder as exempt.
38. Compliance With Federal Requirements. If procurement involves the expenditure of state or federal assistance or contract grant funds, the awarded Contractor shall comply with state and/or federal law and authorized regulations that are mandatorily applicable and that are not set forth in the Solicitation.
39. Subcontractors. Bidder shall not subcontract work under the Contract without the prior written consent of the County. Bidder is wholly responsible for the entire performance of the Contract even when subcontractors are used and solely responsible for all subcontracts.
40. Reference Checks. The County may conduct reference checks to verify and validate the Bidder's past performance. Reference checks indicating poor or failed performance is cause for rejection. The County reserves the right to obtain reference checks, other than those provided by the Bidder, relevant to the Solicitation requirements and the prospective working relationship between the County and the Bidder. Provide at least three (3) references for government entities for which the Bidder has provided or is providing the same or similar goods and/or services. Use the Contractor References form.
41. Protests. Protests of contract awards shall comply with the procedures adopted by the Purchasing Divisions. Kitsap County Code 4.116.050. The County has no obligation to delay or otherwise postpone a Contract award.
42. Proposal Format, Contents. Bidders are to provide all information requested in the Solicitation in the requested format. Proposals should be consecutively numbered and organized as identified below and include all Addenda and exhibits, be appropriately signed, tabbed, and labeled. Responses to sections and subsections shall begin with the clear identification of the section or subsection for which the response is provided. Bidder shall fully respond to each section, and not refer to another part of the response. Information or data pertaining to a section or subsection, but

included elsewhere, shall not be considered part of the response, and shall not be considered part of any contract awarded.

SECTION 1. COMPANY OVERVIEW, TABLE OF CONTENTS, CERTIFICATIONS

- A. Cover Letter/Company Profile. All Proposals must be accompanied by a cover letter and executive summary.
- B. Table of Contents
- C. Proposal Certification form and Addenda. Provide documents with original signatures.

SECTION 2. QUALIFICATIONS, PROJECT TEAM

- A. Qualifications, Experience
 - 1. Describe experience, capabilities, and other qualifications to provide the goods and services requested in the Solicitation for projects of similar size, scope, and nature.
 - 2. Provide an overview of Bidder's company, including years and nature of experience.
 - 3. Bidder must demonstrate a commitment to technology upgrades, including consistent new technology deployment over the last five years or more.
- B. Project Team
 - 1. Describe the experience and qualifications of the persons that will be assigned to provide the goods and services under this Contract. Bidder is to provide adequate experienced personnel qualified to provide the goods and/or services requested in the Solicitation. Bidder agrees that those persons identified in their submittal shall not be removed or replaced without a written request to and approval from the County.
 - 2. Identify the project management team (internal and external) that will provide goods and/or services under the resulting Contract. Identify the title, resume, and assignment.
 - 3. Provide an organizational chart of staff detailing where all such individuals, by name and title, and how they relate to one-another organizationally and to the County.
- C. References. Provide at least three (3) references for government entities for which the Bidder has provided or is providing the same or similar goods and/or services. Use the Contractor References form.

SECTION 3. TECHNICAL APPROACH, PROJECT SCHEDULE

- A. Technical Project
 - 1. Describe the procedures and methods to be used to meet the objectives and specifications identified in the Solicitation.
 - 2. Identify all County and Bidder's responsibilities.
 - 3. Provide a project transition schedule by task, including project organization, management, training, and quality control procedures.
 - 4. Describe methods for compliance with the requirements of the Solicitation.
 - 5. Describe all goods and services to be provided as required in the Solicitation.
- B. Project Schedule. Based on the days to complete listed on the Proposal, provide a detailed schedule for completion to include the critical path, when applicable.
- C. Scope of Work Response. Bidder's ability to comply with Scope of Work Requirements.

SECTION 4. COST PROPOSAL, WARRANTY

A. Cost Proposal. The Cost Proposal form must be submitted with the Proposal. Bidder’s total cost for the entire project term must be represented as identified in the Solicitation. Proposals must include an itemized list of all direct and indirect costs associated with the performance of the Contract, including but not limited to, various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person’s time developed to the project, and profit. The successful Bidder must hold the accepted prices and costs for the entire Contract period. No price change shall be effective without prior written consent of the County. The County will not be responsible for any costs Bidder does not identify in its Proposal.

B. Warranty. Bidder shall specify the warranty period for the materials and guarantee the workmanship of all items proposed. After the award, the Contractor shall promptly remedy all defects without cost to the County that may appear within this period. Contractor shall also specify if extended warranty is available and submit the extended warranty term period and associated cost.

43. Evaluation Criteria. An evaluation committee will evaluate and numerically score each Proposal based on the criteria below and weight assigned to each. The committee may also have the Proposals or portions of the Proposals reviewed and evaluated by independent third parties or various County personnel with technical or professional experience that relates to the services or criteria in the evaluation process. The committee may also seek reviews of end users of the services or advice or evaluations of subject matter experts. In seeking such reviews, evaluations, and advice, the committee will first decide how to incorporate the results in the scoring. The committee may adopt or reject any recommendations it receives.

Completeness of Proposal	Pass/ Fail
Section 1 – COMPANY OVERVIEW, TABLE OF CONTENTS, CERTIFICATIONS	10 points
Section 2 – QUALIFICATIONS, PROJECT TEAM	20 points
Section 3 – TECHNICAL APPROACH, PROJECT SCHEDULE	45 points
Section 4 – COST PROPOSAL, WARRANTY	25 points
TOTAL POINTS	100 Points

END OF INSTRUCTIONS

	EXHIBIT A	PURCHASING DEPARTMENT 619 DIVISION ST. MS-7 PORT ORCHARD, WA 98366 PHONE: (360) 337-4788
	BIDDER CERTIFICATION	

All information requested below must be provided. Failure to properly complete, sign and return this Bidder's Certification form may cause the bid to be rejected. Bidder, through the duly authorized undersigned representative ("Representative") makes this certification as a required element of submitting a responsive bid. Bidder certifies, to the best of its knowledge and belief, that the following are true, complete, correct, and made in good faith:

BIDDER AND REPRESENTATIVE INFORMATION			
Legal Name of Bidder: (Provide <i>full legal name</i>)			
Bidder's Trade Names			
Bidder's Street Address:			
Bidder's Website			
Bidder Organization Type: (Check applicable box)	Corporation:	<input type="checkbox"/> Domestic	<input type="checkbox"/> Foreign
	Limited Liability Company (LLC):	<input type="checkbox"/> Domestic	<input type="checkbox"/> Foreign
	Partnership:	<input type="checkbox"/> Domestic	<input type="checkbox"/> Foreign
	Sole Proprietorship:	<input type="checkbox"/>	
State and Date of Formation:	Identify the state where the corporation, LLC, or partnership is formed – e.g., 'Washington' if domestic and the name of the state if 'Foreign' (i.e., not Washington)		
Federal Tax ID No.			
Washington State UBI No.			
State Industrial Acct ID No.			
Name/Title of Bidder's Representative:			
Representative's Address:			
Representatives Phone Nos:			
Representative's Email Address:			
Identify all Addenda received by Bidder:	Addendum No/Date:		
	Addendum No/Date:		
Did an outside individual/agency assist with the bid preparation? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please identify the individual/agency:			

1. Understanding. Bidder certifies that Bidder has read, thoroughly examined, and fully understands all of the provisions, requirements and scope of the Solicitation (including all exhibits and attachments), the extent the local conditions affect the services to be provided, and the terms and conditions of the Contract and any amendments or clarifications to the Solicitation, and agrees to abide by the same. Bidder will make no claim against the County based upon ignorance of conditions or misunderstanding of the solicitation documents, or the goods and/or services to be provided.
2. Accuracy. While the County has used considerable efforts to ensure the information in the solicitation is accurate, the County does not guarantee or warrant the information to be accurate nor is it necessarily comprehensive or exhaustive. Nothing in this solicitation is intended to relieve the Bidder from forming their own opinions and conclusions with respect to the matters addressed in the solicitation. Bidder certifies that Bidder has carefully prepared and reviewed its bid and fully supports the accuracy of the same. Bidder understands and acknowledges that the County shall not be responsible for any errors or omissions on the part of Bidder in preparing its bid and that the continuing compliance with these statements and all requirements of the Solicitation are conditions precedent to the award or continuation of the resulting Contract.
3. Legal Consideration. Bidder understands and acknowledges that it is the Bidder's responsibility to comply with all applicable federal, state, and local laws, ordinances, rules, and regulations applicable to the goods and services to be provided under this Solicitation.
4. Liability for Errors. While the County has used considerable efforts to ensure the information in the solicitation is accurate, the County does not guarantee or warrant the information to be accurate nor is it necessarily comprehensive or exhaustive. Bidder understands and acknowledges that nothing in this solicitation is intended to relieve the Bidder from forming their own opinions and conclusions with respect to the matters addressed in the solicitation.
5. No Collusion or Anti-Competitive Practices. Bidder certifies that Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this Solicitation. Bidder certifies that Bidder's bid prices have been arrived at independently, without engaging in collusion, bid rigging, or any other illegal activity, and without for the purpose of restricting competition any consultation, communication, or agreement with any other bidder or competitor relating to (a) those prices, (b) the intention to submit a bid, or (c) the methods or factors used to calculate the prices offered. Bidder certifies that Bidder has not been and will not knowingly disclose its bid prices, directly or indirectly, to any other bidder or competitor before award of a Contract, unless otherwise required by law. Bidder certifies that Bidder has made no attempt and shall not make any attempt to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition. However, Bidder may join with other persons or organizations for the purpose of presenting a bid.
6. Firm Offer. Bidder certifies that its bid, attached hereto, is a firm offer which cannot be withdrawn for a period of **ninety (90)** days following the bid due date and time. County may accept such bid, with or without further negotiation, at any time within such period. In the event of a protest, Bidder's bid shall remain valid for such period or until the protest and any related court action is resolved, whichever is later.
7. Conflict of Interest. Bidder certifies that, in preparing this bid, Bidder has not been assisted by any current or former employee of the County whose duties relate (or did relate) to this Solicitation, or prospective Contract, and who was assisting in other than his or her official, public capacity. Neither does such a person nor any member of his or her immediate family have any financial interest in the outcome of this bid.

8. No Reimbursement. Bidder certifies that Bidder understands that the County will not reimburse Bidder for any costs incurred in preparing, submitting, developing, demonstrating, presenting, negotiating, or providing a response, and/or samples, for this solicitation. All such activities are done at the bidder's own expense.
9. Performance. Bidder certifies that Bidder understands that its submittal of a bid and execution of this Bidder's Certification certifies bidder's willingness to comply with the Contract, if awarded such. By submitting this bid, Bidder hereby offers to furnish the goods and/or services solicited pursuant to this Solicitation in compliance with all terms, conditions, and performance requirements contained in this Solicitation and the resulting Contract.
10. Public Records. Bidder understands and acknowledges that all bids and other records submitted to the County in response to the Solicitation are the property of the County and subject to the Public Records Act (Act), chapter 42.56 RCW. If a bidder considers any portion of its bid, electronic or hard copy, to be protected from inspection and copying under Washington law, it is the responsibility of the bidder to specifically identify each page and item the bidder claims to be exempt from disclosure. If the County receives a request under the Act to inspect or copy the information that has been identified by the bidder as exempt from disclosure, the County's sole obligation will be to make a reasonable effort to notify the bidder of the request and the date the exempt information will be released to the requestor unless the bidder obtains a court order to enjoin disclosure pursuant to RCW 42.56.540. The County will release the information unredacted on the date specified, absent receipt of a court order enjoining such disclosure. The County has, and by this section assumes, no obligation to claim any exemption from disclosure under the Act on behalf of the bidder. The County will not be liable to the bidder for the County's release of records that have been marked by the bidder as exempt.
11. Insurance. Bidder certifies that Bidder will provide a current, valid Certificate of Insurance for each and all of the required insurance coverages as specified in the Contract within the timeframe requested by the County, but no later than the execution date of the Contract.
12. Debarment. Bidder certifies as follows (must check one):
- No Debarment.* Bidder and/or its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from contracting with any federal, state, or local governmental entity; **OR**
 - Debarred.* As detailed on the attached explanation (Bidder to provide), Bidder and/or its principals presently are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from contracting with a federal, state, or local governmental entity.
13. Criminal Offense, Civil Judgment. Bidder certifies as follows (must check one):
- No Criminal Offense, Civil Judgment.* Bidder and its officers, directors, and managers have not, within the three (3) year period preceding the date of this Solicitation, been convicted or had a civil judgment rendered against Bidder or such officers, directors, and managers for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a governmental contract; violation of any federal or state antitrust statute; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property. Bidder further certifies that Bidder, and its officers, directors, and managers are not presently indicted or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in this paragraph; **OR**
 - Criminal Offense, Civil Judgment.* As detailed on the attached explanation (Bidder to provide), within the three (3) year period preceding the date of this Solicitation, Bidder or its officers,

directors, or managers have been convicted or had a civil judgment rendered against Bidder or such officers, directors, or managers for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a governmental contract; violation of any federal or state antitrust statute; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

14. Wage Theft Prevention. Bidder certifies as follows (must check one):

- No Wage Violations*. Bidder has NOT been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapters 49.46, 49.48, or 49.52 RCW within three (3) years prior to the above-referenced Solicitation date; **OR**
- Violations of Wage Laws*. Bidder has been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, a provision of chapters 49.46, 49.48, or 49.52 RCW within three (3) years prior to the above-referenced Solicitation date.

15. Termination for Default or Cause. Bidder certifies as follows (must check one):

- No Termination for Default or Cause*. Bidder has not, within the three (3) year period preceding the date of this Solicitation, had one (1) or more federal, state, or local governmental contracts terminated for cause or default; **OR**
- Termination for Default or Cause*. As detailed on the attached explanation (Bidder to provide), within the three (3) year period preceding the date of this Solicitation, Bidder has had one (1) or more federal, state, or local governmental contracts terminated for cause or default.

16. Taxes. Bidder certifies as follows (must check one):

- Taxes Paid*. Except as validly contested, Bidder is not delinquent and has paid or has arranged for payment of all taxes due by the Bidder and has filed all required returns and reports as applicable; **OR**
- Delinquent Taxes*. As detailed on the attached explanation (Bidder to provide), Bidder has not paid or arranged for payment of all taxes due by the Bidder and/or has not timely filed all required returns and reports as applicable.

17. Lawful Registration. Bidder, if conducting business other than as a sole proprietorship (e.g., Bidder is a corporation, limited liability company, partnership) certifies as follows (must check one):

- Current Lawful Registration*. Bidder is in good standing in the State of Washington and the jurisdiction where Bidder is organized, including having timely filed all required annual reports; **OR**
- Delinquent Registration*. As detailed on the attached explanation (Bidder to provide), Bidder currently is not in good standing with the State of Washington and/or the jurisdiction where Bidder is organized.

18. Registration with Washington State Department of Revenue. Bidder certifies as follows (must check one):

- Bidder Is Registered with Washington State Department of Revenue*. Bidder is registered with the Washington State Department of Revenue, has a business license to do business in Washington, and has identified its Unified Business Identifier (UBI) number above.

OR

Bidder Will Register with Washington State Department of Revenue. Bidder is not registered with the Washington State Department of Revenue but, if designated as the Apparent Successful Bidder, Bidder will register with the Washington State Department of Revenue and obtain a business license within twenty-four (24) hours of such designation or notification by County or be deemed a nonresponsive bid;

OR

Bidder Is Not Registered with Washington State Department of Revenue. Bidder is not registered with the Washington State Department of Revenue and Bidder declines to register with the Washington State Department of Revenue. *Note:* County requires all awarded bidders (including Washington firms and out of state firms) to be registered with the Washington State Department of Revenue. Bidders who are not registered will not be awarded a Contract.

19. Subcontractors. Bidder certifies as follows (must check one):

No Subcontractors. If awarded a Contract, Bidder will not utilize subcontractors to provide the goods and/or services subject to this Solicitation; **OR**

Subcontractors. As detailed on the attached explanation (Bidder to provide), if awarded a Contract, Bidder will utilize subcontractors to provide the goods and/or services subject to this Solicitation. In such event, Bidder certifies that, as to County, Bidder shall retain responsibility for its subcontractors, including, without limitation, liability for any subcontractor's acts or omissions. Bidder must provide the precise legal name (including state of organization), business address, and federal tax identification number for each subcontractor. Do not provide any social security numbers.

20. References. Bidder certifies the references provided to the County have worked with Bidder and that such individuals and firms have full permission, without any additional requirement or release, to provide such references and information to the County. Bidder hereby authorizes the County (or its agent) to contact Bidder's references and others who may have pertinent information regarding Bidder's prior experience and ability to perform the Contract, if awarded. Bidder further authorizes such individuals and firms to provide references and release such information to the County.

21. Required Licenses/Certifications. Bidder certifies that Bidder is fully licensed and certified (in good standing) for the type of work to be performed in Washington state as identified in the Solicitation at the time of the bid and will remain so throughout the Contract term.

22. Authorization. The undersigned certifies that he/she is an authorized representative of the Bidder identified above; is authorized to submit this bid and make these certifications on behalf of the Bidder; and further certifies under penalty of perjury under the laws of the State of Washington, that the certifications herein are true and correct and made in good faith:

Bidder's Signature (*Authorized Representative*): _____

Print Name and Title of Signer: _____

Dated this ____ day of _____, 2022



EXHIBIT B

EXCEPTIONS AND ASSUMPTIONS FORM

PURCHASING DEPARTMENT
 619 DIVISION ST. MS-7
 PORT ORCHARD, WA 98366
 PHONE: (360) 337-4788

BIDDER'S NAME: _____

The County does not intend to make changes to the terms and conditions of the solicitation, unless necessary to clarify the scope of work and technical requirements. Failure to accept the terms and conditions may result in a proposal being deemed nonresponsive. Bidders shall identify all Exceptions and/or Assumptions taken to any terms, conditions, and specifications of the solicitation and associated documents must be clearly identified on the table below and returned with the proposal. Unallowable or questionable Exceptions and/or Assumptions may cause a proposal to be non-responsive. Exceptions or Assumptions noted elsewhere in the solicitation and not specified on this form will be considered void and may disqualify the offer. All cells below must be completed for each Exception and Assumption.

SPECIFICALLY DESCRIBE ALL EXCEPTIONS AND ASSUMPTIONS *(attach additional pages if needed)*:

Identify All Exceptions and Deviations <i>(check one)</i>					
<input type="checkbox"/> No Exceptions Requested: Bidder is not requesting exceptions to the solicitation and associated documents.					
<input type="checkbox"/> Bidder requests the exceptions and/or assumptions identified below:					
No	Section, page, and reference	Language to which an Exception or Assumption taken	Provide Basis for all Exceptions and Assumptions	Proposed Language	Price and Schedule Impact
1.					
2.					
3.					
4.					
5.					
6.					
7.					

8.					
9.					
10.					
11.					
12.					
13.					
14.					
15.					
16.					
17.					
18.					
19.					
20.					
21.					
22.					
23.					
24.					
25.					

Signature of Bidder's Authorized Representative

Date

Name of Bidder's Authorized Representative (print)

Title

	EXHIBIT C	PURCHASING DEPARTMENT 619 DIVISION ST. MS-7 PORT ORCHARD, WA 98366 PHONE: (360) 337-4788
	COST PROPOSAL	

BIDDER'S NAME: _____

Complete all worksheets provided below. If necessary, copies of additional sheets may be added. Please provide the total cost for the System as identified in the RFP. Where possible distinguish the portion of the cost which should be allocated to the RMS from the costs allocated to the JMS, if applicable.

Worksheet C-1: Summary Sheet- Project Charges			
Description	Charges		
1. Hardware	\$	Complete	
2. Operating Software	\$	Complete	
3. Application Software	\$	Complete	
4. Training	\$	Complete	
5. Services			
	Project Hours	Charges	
A. Business Process Engineering		\$	Complete
B. Systems Engineering		\$	Complete
C. Project Management		\$	Complete
D. Testing		\$	Complete
E. Travel Expenses		\$	Complete
F. Delivery/Handling		\$	Complete
G. Data Conversion		\$	Complete
H. Other:		\$	Complete
I. Other:		\$	Complete
J. Other:		\$	Complete
Total Services:		\$	
Discount:		\$	
TOTAL PROJECT:		\$	
6. Maintenance – Annual Cost			
Hardware and Software <i>(Provide 5-year breakdown)</i>		\$	Year 1
		\$	Year 2
		\$	Year 3

Worksheet C-1: Summary Sheet- Project Charges

	\$	Year 4
	\$	Year 5
Application Software (Provide 5-year breakdown)		
	\$	Year 1
	\$	Year 2
	\$	Year 3
	\$	Year 4
	\$	Year 5
7. Vendor-Hosted SaaS – Annual Cost		
Annual Subscription (Provide 5-year breakdown)	\$	Year 1
Annual Escalation %	\$	Year 2
	\$	Year 3
	\$	Year 4
	\$	Year 5
Discount:	\$	
TOTAL PROJECT:	\$	

Worksheet C-2: Hardware - Initial - Purchase

List all equipment items (e.g., Servers, Signature Pads, Printers, Network Upgrades as needed, and all related components) included in your proposal. Use additional sheets as required and number all pages. Include any network and mobile hardware. Transfer the total to Worksheet C-1: Summary Sheet, Line 1. Hardware.

Item Number	Description	QTY	Unit Cost \$	Extended Cost \$
Hardware				
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
Total Hardware Cost				\$

Worksheet C-3: Operating Software - Initial – Purchase

List all operating software items (e.g., Operating Systems, Database Management Systems, and System Utilities) included in your proposal. Use additional sheets as required and number all pages. Include any network and mobile software. Transfer the total to Worksheet C-1: Summary Sheet, Line 2. Operating Software.

Item Number	Description	QTY	Unit Cost \$	Extended Cost \$
Operating Software Database and Utilities				
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
Total Operating Software, Database, and Utilities Cost				\$

Worksheet C-4: Application Software - Initial – Purchase

List all software modules included in your proposal. Use additional sheets as required and number all pages. Transfer the total to Worksheet C-1: Summary Sheet, Line 3. Application Software.

Item Number	Description	Seats or Licenses	Unit Cost \$	Extended Cost \$
Case Management System				
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
Total				\$

Worksheet C-5: Training

Please provide detail regarding proposed application and operating software training, including system administration, and summarize on Worksheet C-1: Summary Sheet, Line 4. Training.

Class Description	Max Class Size	Number of Classes	Hours/Class	Charge \$
				\$

Worksheet C-7: Maintenance

Maintenance must be complete as specified in RFP Section 4. The maintenance or license charges for the first year must be included in the system purchase prices on Line 6. Maintenance – Annual Cost, of the Price Summary Sheet.

	Year 1	Year 2	Year 3	Year 4	Year 5
Hardware					
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
Operating Software and Databases					
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
Case Management System					
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
Provide the percentage annual charge for application software maintenance, if applicable: _____%					
Provide the general maintenance program proposed (items covered or excluded, response time, hours of coverage, etc.) _____					

Worksheet C-8: Annual Subscription Costs

If proposing a Vendor-hosted SaaS solution, list all software modules included in your proposal. Use additional sheets as required and number all pages. Provide breakdown of 5-year SaaS subscription costs. Transfer the total, 1st year cost and annual escalation percentage to Worksheet C-1: Summary Sheet, Line 7 - Vendor-Hosted SaaS.

	Year 1	Year 2	Year 3	Year 4	Year 5
Applications					
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
Yearly Total:	\$	\$	\$	\$	\$
Other					
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
Yearly Total:	\$	\$	\$	\$	\$
Total SaaS Cost:	\$	\$	\$	\$	\$

Worksheet C-9: Proposed Payment Schedule

Describe your proposed payment schedule based on verifiable deliverables and/or project milestones. Include in your project timeline indications of the milestones listed below. Use additional sheets if necessary.

Payment #	Description of Milestone	Total
1.		\$
2.		\$
3.		\$
4.		\$
5.		\$
6.		\$
7.		\$
8.		\$
9.		\$
10.		\$
11.		\$
12.		\$
13.		\$
14.		\$
15.		\$
16.		\$
17.		\$
18.		\$
19.		\$
20.		\$
Total		\$

Bidders's Signature (*Authorized Representative*): _____

Print Name and Title of Signer: _____

Dated this _____ day of _____, 2022

	EXHIBIT D	PURCHASING DEPARTMENT 619 DIVISION ST., MS-7 PORT ORCHARD, WA 98366 PHONE: (360) 337-4789
	CONTRACTOR REFERENCES	

BIDDER'S NAME: _____

BIDDERS: Provide at least three (3) references that can verify the Bidder's experience and ability to provide the goods and services identified in the solicitation. Additional pages may be attached if necessary.

Agency Name:	Contract Period:
Contact Person (<i>Name and Title</i>):	
Complete Primary Address:	
Telephone Number:	E-mail Address:
Project Name:	Go Live Date:
Modules/Functionality Installed:	
Other Comments:	

Agency Name:	Contract Period:
Contact Person (<i>Name and Title</i>):	
Complete Primary Address:	
Telephone Number:	E-mail Address:
Project Name:	Go Live Date:
Modules/Functionality Installed:	
Other Comments:	

Agency Name:	Contract Period:
Contact Person (<i>Name and Title</i>):	
Complete Primary Address:	
Telephone Number:	E-mail Address:
Project Name:	Go Live Date:
Modules/Functionality Installed:	
Other Comments:	

Bidder's Signature (*Authorized Representative*): _____

Print Name and Title of Signer: _____

Dated this ____ day of _____, 2022

	EXHIBIT E	PURCHASING DEPARTMENT 619 DIVISION ST. MS-7 PORT ORCHARD, WA 98366 PHONE: (360) 337-4788
	IDENTIFICATION OF SUBCONTRACTORS	

BIDDER'S NAME: _____

BIDDERS: Provide the following information for all proposed subcontractors that may provide services of any kind for the Contract. Additional pages may be attached if necessary

Full Legal Name:
Address:
Contact Person:
Telephone No. and Email Address:
Service(s)/items Solicited:

Full Legal Name:
Address:
Contact Person:
Telephone No. and Email Address:
Service(s)/items Solicited:

Full Legal Name:
Address:
Contact Person:
Telephone No. and Email Address:
Service(s)/items Solicited:

Full Legal Name:
Address:
Contact Person:
Telephone No. and Email Address:
Service(s)/items Solicited:

SIGNATURE (*Authorized Representative*): _____

Print Name and Title: _____

Dated this _____ day of _____, 2022

APPENDIX F

CASE MANAGEMENT SYSTEM CONTRACT

The following identifies the County's Contract for acquisition of the Case Manager System. Please review this document carefully as it is intended to be non-negotiable. However, reasonable requests for modification may be granted at the County's sole discretion. If the Bidder takes exception to any provision below, those exceptions must be noted on the RFP Exceptions form.

This Case Management System Contract ("Contract") is entered as of this _____ day of 2022 ("effective date") by and between the Kitsap County Prosecutor's Office ("PAO"), acting through Kitsap County, a Washington state municipal corporation ("County"), and _____, a corporation organized and existing under the laws of the State of _____, with offices located at _____ ("Contractor").

WHEREAS, the County desires to engage Contractor to provide a case management system (collectively System), and professional services, which the Contractor has agreed to provide;

WHEREAS, the Contractor has represented by entering into this Contract and by its response to RFP 2022-114 that it is fully qualified to perform the work to which it will be assigned in a competent professional manner to the standards required by the County; and

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance of the Services set forth herein, and as attached and incorporated by reference, the County and Contractor agree as follows:

ARTICLE 1. TERM AND EFFECTIVE DATE

- 1.1 Term. The Contract will commence on the date above and remain in effect for five (5) years, until midnight _____, _____, unless terminated or extended as provided herein. The Contract may be extended for additional consecutive one (1) terms on the mutual written agreement of the parties. In no event will the Contract or any contract amendment become effective unless and until it is approved and executed by the duly authorized representative of Kitsap County.
- 1.2 The Contract, and any amendments, will become effective when approved and executed by the duly authorized representatives of Kitsap County and Contractor.

ARTICLE 2. DEFINITIONS

- 2.1 The definitions provided in the Request for Proposal Scope of Work shall apply to the Contract for all purposes unless otherwise defined herein.

ARTICLE 3. SCOPE OF WORK

- 3.1 General Engagement. Contractor agrees to perform all Services specified in this Contract and the RFP 2022-114, inclusive of addenda, appendices, and Proposal as accepted by the County. Unless otherwise stated in this Contract, the work required of the Contractor includes all labor, materials, and tasks, whether or not enumerated in this Contract, that are such an inseparable part of the work expressly stated in the Contract that exclusion thereof would render the Contractor's performance impractical, illogical, or unconscionable.
- 3.2 Inspection. The County may inspect the components of the System when delivered and reject upon

notification to Contractor any and all components of the System which do not conform to the specifications or other requirements contained in this Contract. Components of the System which are rejected shall be promptly corrected, repaired, or replaced by Contractor in accordance with Contractor's warranty obligations under this Contract, such that the System conforms to the specifications and the other requirements of this Contract. If County receives components of the System with one or more Defects not reasonably apparent on inspection, then County reserves the right to require prompt correction, repair, or replacement by Contractor in accordance with Contractor's warranty obligations under this Contract following the discovery of such Defect(s).

- 3.3 Acceptance. Payment for any part or parts of the System, or inspection or testing thereof by County, shall not constitute acceptance or relieve Contractor of its obligations under the Contract. The County shall be deemed to have accepted the System and Contractor's Work only upon County's execution and delivery of a Certificate of Completion. Acceptance of the System does not waive any warranty or other rights provided in this Contract for the balance of Contractor's Work required under this Contract. County will have a minimum of thirty (30) days after the launch date of each phase to test the system in full production use and to identify non-conforming elements to be corrected. The Certificate of Completion will be executed once all non-conforming elements have been corrected by Contractor, except for minor or inconsequential errors.
- 3.4 Problems. Contractor agrees to promptly notify County of any factor, occurrence, or event coming to its attention that may affect Contractor's ability to meet the requirements of this Contract, or that is likely to occasion any delay in completion of the Work contemplated by this Contract. Such notice shall also be given in the event of any loss or reassignment of any of Contractor's key personnel, threat of strike, or major equipment failure or other force majeure event.
- 3.5 Alterations and Changes. County reserves the right, without impairing Contractor, to require additional subscriptions or services, to omit, cancel or eliminate Contract items, to alter details of implementation or installation, and to make other changes and alterations as necessary or desirable, in County's judgment, to satisfactorily complete the project contemplated by this Contract. Contractor shall perform such changed, additional, increased, decreased, varied, or altered obligations upon the mutual written agreement of the Parties. Compensation for such alterations or changes will be made on such basis as may have been agreed to by the Parties. Except as may be otherwise provided in this Contract, no payment for extras will be made unless such extras and the compensation to be paid therefore have been authorized in writing by the parties.

ARTICLE 4. CONTRACTOR'S PERSONNEL, SUBCONTRACTS

- 4.1 Unless otherwise provided or approved by the County, Contractor shall use its own employees to perform the services described in this Contract. The County shall have the right to review and approve any personnel who are assigned to work under this Contract. Contractor agrees to remove personnel from performing work under this Contract if requested to do so the County.
- 4.2 Subcontracts. Contractor shall not subcontract any portion of the Contract, nor change approved subcontractors, without the prior written consent of the County. The County has the right to approve Contractor's subcontractors, and the County reserves the right to request replacement of subcontractors. If the County permits the use of subcontractors, Contractor shall remain responsible for performing all aspects of this Contract. All subcontracts shall incorporate by reference the terms and conditions of the Contract. Contractor shall provide the County with verification of all subcontractors' compliance with the indemnification and insurance requirements of the Contract upon request. The County does not have any obligation to pay Contractor's subcontractors, and nothing herein creates any privity between the County and the subcontractors.

ARTICLE 5. COMPENSATION

- 5.1 Compensation. County will pay all fees for the initial term which shall not exceed the amount identified in Appendix C (Cost Proposal Form), as accepted by the County, unless authorized in writing by the County.
- 5.2 Subsequent Terms. After the initial contract term, Contractor may submit an annual request for cost adjustments to the PAO on or before March 30 for the following year. Requests shall identify any increase in the Contract pricing and must be supported with financial and other documentation. In no event shall a price increase exceed the percent of change in the all Urban Consumer Price Index (CPI-U) for the Seattle-Tacoma-Bremerton area as is specified by the Bureau of Labor Statistics, United States Department of Labor (www.bls.gov) for the prior year. The increase for any subsequent year shall not exceed 2%.
- 5.3 Price Reduction. Price reductions may be submitted to the County for consideration at any time during the contract period. County at its own discretion may accept a price reduction. Price reductions will become effective upon acceptance by County.

ARTICLE 6. PAYMENT AND COSTS

- 6.1 Invoice. Contractor shall utilize the invoice format directed by PAO to submit one complete and accurate invoice per month for the services and goods received in the prior month, along with supporting documentation. Invoices are due by the 10th of each month. Invoices shall be legible and reflect all appropriate adjustments for credits due the County. Invoices that are illegible shall be returned to Contractor for clarification and County will not be held to established timeframes for payment as set above. County shall have the right to require Contractor to provide additional supporting documentation prior to payment of an invoice. Within 90-days of receipt and acceptance of third-party goods and/or services, Contractor shall submit a complete and accurate invoice for payment from the County. The County shall not be responsible for paying or reimbursing Contractor for any bills submitted after this 90-day timeframe.
- 6.2 Payments. County will make reasonable efforts to pay Contractor within 30 days from the date the County receives a complete and correct invoice, unless otherwise provided herein. All funds disbursed to Contractor will be processed by Direct Deposit via Automated Clearing House (ACH), unless otherwise agreed to by the parties.
- 6.3 Discrepancy. County will provide notice to Contractor of any invoice discrepancy. Contractor and County shall resolve the discrepancy by comparison and reconciliation of records. If resolution cannot be achieved the disputed amount shall not be paid until the parties have received an agreement resolving the discrepancy. Timeframes for payment for the disputed amount shall be waived until the dispute is resolved.
- 6.4 Insurance/W-9 Compliance. All payments are expressly conditioned upon Contractor's compliance with all insurance requirements and submission of a current IRS W-9 form to the County. Payments may be suspended in full in the event of noncompliance. Upon full compliance, payments will be released to Contractor unless otherwise provided herein.
- 6.5 Restrictions. Contractor will only be entitled to receive payment for Services expressly authorized in the Contract and received during the Contract term and accepted by County. Contractor acknowledges oral requests, and authorizations, for additional compensation are prohibited and

unenforceable. Advance payments are not authorized. County does not pay, and is not subject to, any late charges, fees, or penalties of any kind.

- 6.6 Taxes. Contractor is solely liable for payment of all tax obligations arising from its performance of the Contract. Contractor and its subcontractors shall pay all federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor and its subcontractors shall hold the County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation. Contractor will collect sales and use taxes imposed on goods or services acquired hereunder as required by law within their contracted rate. Contractor must pay all taxes including, but not limited to: Business and Occupation Tax, taxes based on Contractor's gross or net income, or personal property to which the County does not hold title. County is exempt from Federal Excise Tax.
- 6.7 Discount Terms. Contractor agrees to offer County any discount terms that are offered to its best customers for the goods and services to be provided hereunder and apply such discount to payments made under this Contract which meet the discount terms.

ARTICLE 7. DELAYS AND EXTENSIONS OF TIME

- 7.1 Delays. Contractor shall use commercially reasonable efforts to meet the projected timelines and avoid unreasonable delays in the delivery of all Services required prior to the launch date unless excused at the mutual agreement of the parties. County shall also make best efforts to meet the projected timelines and avoid unreasonable delays in assisting Contractor as reasonably necessary in connection with the Services.
- 7.2 Extensions of Time. If Contractor is delayed at any time in the progress of providing Services covered by the Contract, by any causes beyond Contractor's control, the time for performance may be extended by such time as shall be mutually written agreement of the parties. Any request for an extension of time shall be made in writing to the County.
- 7.3 Force Majeure. In the event that performance on the part of any party hereto is delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder include, but are not limited to, acts of God or of the public enemy; insurrection; acts of the federal government or any unit of state or local government in either sovereign or contractual capacity; fires; floods; earthquakes; epidemics; quarantine restrictions; strikes; freight embargoes or delays in transportation, to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

ARTICLE 8. TERMINATION

- 8.1 Termination for Convenience. County may terminate the Contract in whole or in part whenever the County determines, in its sole discretion, that such termination is in the best interests of the County. County may terminate the Contract upon giving Contractor 10-days' written notice.
- 8.2 Funding Issues. If funding for the underlying project or matter is withdrawn, reduced or limited in any way after the Contract is signed or becomes effective, the County may summarily terminate the Contract notwithstanding any other termination provision in the Contract. Termination under

this provision will be effective upon the date specified in the written notice of termination sent by County to Contractor. No costs incurred after the effective date of the termination will be paid.

- 8.3 Termination for Cause. The County may terminate the Contract in whole or in part due to Contractor's material default in the performance of any of its obligations hereunder. In such an event, County will provide Contractor written notice of the breach and an opportunity to cure. If the default has not been cured within time frame identified in the notice, County shall have the right to immediately terminate the Contract. County may, upon termination of the Contract for cause, procure, on terms and in the manner that it deems appropriate, materials or services similar in scope and level of effort to those terminated, and Contractor shall be liable to County for all of its costs and damages, including but not limited to, excess costs incurred by County in procuring materials or services in substitution for those due from Contractor.

The rights and remedies of the County provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.4 Procedures on Termination

- A. Upon receipt of notice of termination, Contractor shall continue to perform, in accordance with the requirements of the Contract up to the date of termination as directed in the termination notice, notify Staff of the termination date, and minimize further costs. On the effective termination date, all finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights thereto, shall become the property of County and delivered to County on demand.
- B. County shall pay Contractor its reasonable and allowable costs for work in progress, work completed, and materials accept by County before the effective date of termination, subject to offset as provided herein. No costs incurred after the effective date of the termination will be paid. In the event of termination or suspension of the contract by County, such termination or suspension shall not affect the obligation of Contractor to indemnify the County for any claim by any third party against the State or the County arising from Contractor's performance of the Contract and for which Contractor would otherwise be liable under the Contract.
- C. Prior to or at the termination of the contract, Contractor shall make available all such information as requested by County, including in a readable electronic format specified by County.

8.5 Disentanglement. In the event of termination or expiration of the Contract, the following shall apply.

- A. Contractor shall work cooperatively with the County to accomplish a complete, timely, and seamless transition of any terminated services from Contractor and the subcontractors to the County, or to any replacement provider designated by the County, without any interruption of or adverse impact on the terminated services or any other services provided by Third-Parties or Services that Contractor shall continue to provide (each transition, a "Disentanglement"). Contractor shall cooperate with County and any new service provider and otherwise promptly take all steps required or reasonably requested, to assist County in effecting a complete and timely Disentanglement of any terminated services. Contractor shall provide all information regarding the terminated services or as otherwise needed for Disentanglement, including data conversion, interface specifications, and related professional services. Contractor shall provide for the prompt and orderly conclusion of all terminated services, as County may direct,

including completion or partial completion of projects, documentation of work in process, and other measures to assure an orderly transition to County or County's designee. Contractor's obligation to provide Services shall not cease until a Disentanglement satisfactory to County, including the performance by Contractor of all asset-transfers and other obligations of Contractor provided in this Section, has been completed.

- B. Contractor will provide one account for County to access a web-based storage platform to retrieve all Data (the "Transition Account"). The Transition Account will be available to the County for 90-days prior to the cutoff date, and access will continue for at least 90-days after the Cutoff Date. The Cutoff Date is the date that all existing user accounts are terminated.
- C. Contractor shall ensure the Data available via the Transition Account is accessible in a Microsoft SQL Server database format as approved by County.
- D. Contractor will return Data consisting of images or attachments to records within the System separately in their native format, and not bundled together with other records and data.
- E. Contractor will return Data in a non-proprietary format, without technical restrictions or need for de-coding, suitable for reproduction and reuse without the assistance of Contractor or any third-party software that places restrictions on access to the records and data in any way.
- F. Contractor will provide entity relationship diagrams, data dictionaries, and complete data documentation which comprises the design specifications, file types and formats, and all other material necessary to allow a reasonably skilled programmer or analyst to maintain and reuse the Data extracted from Contractor.
- G. Support.
 - 1. Contractor will assist County to resolve any issues either party deems to be the result of errors in Contractor's platform or export process for a period of twelve (12) months after the Cutoff Date. No less than one year after the Cutoff Date, and promptly thereafter, Contractor will delete Data from all of Contractor's online systems (e.g. primary database, replica databases, search databases, application caches, etc.) other than database backups, audit logs and server system logs.
 - 2. Within six (6) months from the date of deletion of Data from all Contractor's online systems, all Data will be erased from database backups.
 - 3. Transition Assistance as outlined within this section is included in the amount charged to County for Services under this Contract. In the event that any undisputed amounts have not been paid as required in this Contract, Contractor may decline to provide the support outlined in this section until such amounts are paid in full.
- H. Upon County's request, Contractor shall continue to provide the Service to Customer (except where Contractor is enjoined) pursuant to the terms of this Contract for a transitional period of up to twelve (12) months (the "Transition Period"). Access to the Services during the Transition Period will be subject to the annual fees for the preceding twelve-month period, prorated on a monthly basis.

ARTICLE 9. NOTICE AND CONTRACT REPRESENTATIVES

- 9.1 Any notices, demands and other communications required by the Contract will be effective if personally served upon the other party or if mailed by registered or certified mail, postage prepaid, return receipt requested, to the other party's Contract Representative at the address below. Notice

will be deemed to be given three days following the date of mailing, or immediately if personally served. Each party will designate a “Contract Representative”, which may be changed by providing 15 days’ prior notice to the other party.

County’s Contract Representative
Name: Carrie Alire
Title: Administrative Manager
Address: Kitsap County Prosecutor’s Office
614 Division Street MS-35A
Port Orchard, WA 98366
Phone: (360) 337-4814
Email: cbruce@co.kitsap.wa.us

Contractor’s Contract Representative
Name:
Title:
Address:
Phone:
Email:

ARTICLE 10. INDEPENDENT CONTRACTOR

- 10.1 Each party under the Contract shall be for all purposes an independent contractor. Nothing contained herein will be deemed to create an association, a partnership, a joint venture, or a relationship of principal and agent, or employer and employee between the parties. Contractor shall have complete responsibility and control over its Staff. Neither Contractor nor its Staff shall be, or be deemed to be, or act or purport to act, as an employee, agent or representative of County.
- 10.2 All actions of employees on the Contractor’s payroll shall be the Contractor's responsibility. Contractor shall comply with all applicable government regulations related to the employment, compensation and payment of Staff. Contractor and its Staff shall have no County employee-type benefits of any kind whatsoever, including without limitation, insurance, pension plan, vacation pay or sick pay, or other right or privilege afforded to County employees. Contractor and its Staff shall be responsible for payment of all insurance, taxes, and benefits.
- 10.3 County will not be responsible in any way for the damage or loss caused by fire, theft, accident, or otherwise to Contractor's stored supplies, materials, equipment, or personal property stored of Contractor’s Staff stored on County property.

ARTICLE 11. WARRANTY, RISK OF LOSS, AND INDEMNIFICATION

- 11.1 Warranty of Contractor. Contractor warrants that work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within Contractor’s profession, doing the same or similar work under the same or similar circumstances.
- 11.2 Equipment. Contractor represents and warrants that the Equipment, at the Acceptance Date, will be new and free from Defects in materials and workmanship. Contractor further represents and warrants that County shall obtain good and marketable title to the Equipment, free from any lien or encumbrance.
- 11.3 Intellectual Property Warranty. Contractor represents and warrants that its performance of all obligations under this Contract does not and will not infringe in any way, directly or contributorily, upon any third party’s intellectual property rights, including, without limitation, patents, copyrights, trademarks, trade secrets, rights of publicity and proprietary information.
- 11.4 Risk of Loss. Contractor shall bear all loss of conforming material covered under the Contract until received and accepted by authorized County personnel at the location designated in the purchase

order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with Contractor regardless of receipt.

11.5 Indemnification and Claim

A. Contractor shall indemnify, defend, and hold harmless Kitsap County and its elected and appointed officials, officers, employees, and agents (collectively “Indemnitees”) from and against any and all Claims resulting from or in connection with the performance of the Contract, whether such Claims arise from the acts, errors, or omissions of Contractor, its Staff, third parties, or Kitsap County, or anyone directly or indirectly employed by any of them or anyone for whose acts, errors, or omissions any of them may be liable or based upon Contractor’s or its Staff’s use of, presence upon or proximity to the property of the County. It is the specific intent of the parties that the Indemnitees shall in all instances, except Claims arising from the sole negligence or willful misconduct of the Indemnitees, be indemnified by Contractor from and against any and all Claims.

A. For purposes of this Contract, “Claim” means any and all losses, claims, suits, actions, liabilities, damages, demands, judgments, settlements, expenses, fines, fees, and expenses of any kind or nature whatsoever, including without limitation, all costs including costs of Claim processing, investigation, litigation, reasonable attorneys’ fees, court costs, and expenses incidental to such defense. Damages includes without limitation, any bodily injury or personal injury (including death, sickness, injury, disease, or disability), or loss, damage or destruction of any tangible or intangible business or property, including the loss of use, caused or alleged to be caused, in whole or in part, by the negligent or willful acts, errors or omissions of Contractor, or any of its owners, officers, directors, or Staff. Claim includes any claims of infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information right (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by Contractor, or its subcontractors of any tier, in performing the work under this Contract; or (2) as a result of the County’s actual or intended use of any Work Product furnished by Contractor, or its subcontractors of any tier, under the Contract.

C. Any Claim against any Indemnitee by any of Contractor’s Staff, or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, shall not limit Contractor’s indemnification obligation in any way by a limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or Contractor’s Staff under workers’ compensation acts, disability benefit acts, or other employee benefit acts. Solely for the purposes of this indemnification provision, Contractor expressly waives its immunity under Title 51 RCW (Industrial Insurance) by application of any other worker's compensation act, disability benefit act or other employee benefit act. The foregoing indemnification obligations of Contractor are a material inducement to County to enter into the Contract, are reflected in Contractor’s compensation, and have been mutually negotiated by the parties.

11.6 Notice of Claim and Tender

A. Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of the Contract, Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by Contractor for the County.

B. Contractor shall promptly provide County Representative written notice of any occurrence or information known to Contractor that could reasonably result in a Claim against the County,

or any Claim made or filed against Contractor or its subcontractors regarding any matter resulting from, or relating to, Contractor's obligations under the Contract. Contractor will cooperate, assist, and consult with the County in the defense or investigation of any Claim against County related to Contractor's performance under the Contract.

- C. The County will promptly provide Contractor's Representative written notice of any Claim made or filed against County by a third party that may give rise to a Claim by County against Contractor based on the indemnity contained herein. Contractor shall respond to the County's tender of defense of a claim in writing within 14 calendar days from the date of notice and will advise County if Contractor accepts or denies tender of the claim. County may in its discretion withhold all or part of any payment due Contractor under the Contract until Contractor responds to such notice.
- D. Contractor expressly agrees to assume and pay for, without cost to the County Indemnitees, a full and complete defense on behalf of the County against any Claim brought or actions filed against the Indemnitees, where such claim or action involves, in whole or in part, the subject of the indemnity contained in this Contract, whether such claims or actions are rightfully or wrongfully brought or filed.
- E. Contractor shall keep County continuously, timely and fully informed through all stages of the defense and promptly respond to and comply with County's requests for information. County at all times reserves the right, but not the obligation to participate in the defense and settlement of any Claim. Such participation shall not constitute a waiver of Contractor's indemnity and defense obligations under the Contract.
- F. Contractor shall not settle or compromise any Claim without the prior written consent of the County. Violation of any provisions of this article, including improper refusal to accept tender, is a material breach. Rights and remedies available to County under this Article are cumulative to those provided elsewhere in the Contract, and those allowed by law. The Article shall survive termination and expiration of the Contract.

11.7 Indemnity by Subcontractors. In the event Contractor enters into subcontracts to the extent allowed under the Contract, Contractor's subcontractors shall indemnify the County on a basis equal to or exceeding Contractor's indemnity obligations to County.

ARTICLE 12. INSURANCE REQUIREMENTS

12.1 Minimum Requirements

- A. Contractor and its subcontractors, if any, shall procure prior to providing services and maintain uninterrupted until all of Contract obligations have been fully discharged, including any warranty period, all insurance required in this article with an insurance company duly licensed in Washington State with an A.M. Best Company ratings of not less than A: VIII, with policies and forms satisfactory to the County. Use of alternative insurers requires prior written approval from County. Coverage limits shall be at minimum the limits identified in this section, or the limits available under the policies maintained by Contractor without regard to the Contract, whichever is greater.
- B. The required insurance coverage limits identified in this section shall be provided for each annual policy term. The Insurance Requirements herein are minimum requirements for the Contract and do not limit the indemnity covenants contained in the Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect Contractor

from liabilities that arise out of the performance of the work under the Contract by Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

12.2 Commercial General Liability (“CGL”)

- A. Not less than \$1,000,000 per occurrence and \$5,000,000 annual aggregate under this Contract. Coverage shall include personal injury, bodily injury, and property damage for premise-operations liability, products/completed operations, personal/advertising injury, contractual liability, independent contractor liability, and stop gap/employer’s liability. Coverage shall not exclude or contain sub-limits less than the minimum limits required herein, without the prior written approval of the County.
- B. The certificate of insurance for the CGL policy shall expressly cover the indemnification obligations required by the Contract. There shall be no exclusion or restriction preventing coverage from applying to injury caused by an act of Discrimination or a violation of Civil Rights, including but not limited to race, religion, sex, national origin as well as allegations for failure to provide adequate treatment.

12.3 Professional Liability/Errors and Omissions

- A. Not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate under this Contract. Coverage will apply to liability for professional error, act or omission arising out of or in connection with Contractor’s services under the Contract. The coverage shall not exclude bodily injury, property damage or hazards related to the work rendered as part of the Contract or within the scope of Contractor’s services under the Contract, including testing, monitoring, measuring, operations or laboratory analysis where such Services are rendered under the Contract. There shall be no exclusion or restriction preventing coverage from applying to injury caused by an act of discrimination or a violation of civil rights, including without limitation, race, religion, sex, national origin as well as allegations for failure to provide adequate treatment.
- B. If the professional liability coverage is included on the same policy as the commercial general liability, limits of liability must be provided separately for each coverage.

12.4 Network Security/Cyber Liability (Cyber Protection). Not less than \$1,000,000 per occurrence and \$5,000,000 annual aggregate under this Contract. Such insurance shall include, but not be limited to, coverage for third-party claims and losses with respect to network risks (such as data breaches, unauthorized access or use, ID theft, theft of data) and invasion of privacy regardless of the type of media involved in the loss of private information crisis management and identity theft response costs. This should also include breach notification costs, credit remediation and credit monitoring, defense and claims expenses, regulatory defense costs plus fines and penalties, cyber extortion, computer program and electronic data restoration expenses coverage (data asset protection), network business interruption, computer fraud coverage, and funds transfer loss.

12.5 Business Automobile Liability. Not less than \$500,000 per occurrence and \$1,000,000 annual aggregate under this Contract. If a personal automobile liability policy is used to meet this requirement, it must include a business rider and cover each vehicle to be used in the performance of the Contract. If Contractor will use non-owned vehicles in performance of the Contract, the coverage shall include owned, hired, and non-owned automobiles.

12.6 Umbrella, Excess Liability. Contactor may satisfy the minimum liability limits required for the CGL and Automobile Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the annual

aggregate limit shall not be less than the highest “Each Occurrence” limit for either CGL or Automobile Liability. Contractor agrees to an endorsement naming the County as an additional insured as provided in this section unless the Umbrella or Excess Liability provides coverage on a “Follow-Form” basis.

- 12.7 Workers’ Compensation and Employer Liability. If applicable, Contractor shall maintain workers’ compensation insurance as required under the Title 51 RCW (Industrial Insurance), for all Contractor’s Staff eligible for such coverage. If the Contract is for over \$50,000, then the Contractor shall also maintain employer liability coverage with a limit of not less than \$1,000,000.
- 12.8 Primary, Non-Contributory Insurance/Subcontractors. Contractor’s and its subcontractors’ insurance policies and additional named insured endorsements will provide primary insurance coverage and be non-contributory. Any insurance or self-insurance programs maintained or participated in by the County will be excess and not contributory to such insurance policies. All Contractor’s and its subcontractors’ liability insurance policies must be endorsed to show as primary coverage. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All subcontractors shall comply with all insurance and indemnification requirements herein. Insurance provided by Contractor shall not limit Contractor’s liability assumed under the indemnification provisions of the Contract.
- 12.9 Policy Review. Upon request, Contractor shall provide a full and complete copy of all requested insurance policies to the County. The County reserves the right without limitation, but has no obligation to revise any insurance requirement, or to reject any insurance policies that fail to meet the requirements of the Contract. County also has the right, but no obligation to review and reject any proposed insurer providing coverage based upon the insurer’s financial condition or licensing status in Washington. County has the right to request and review the self-insurance retention limits and deductibles, and Contractor’s most recent annual financial reports and audited financial statements, as conditions of approval. Failure to demand evidence of full compliance with the insurance requirements or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver, of its obligation to maintain all the required insurance at all times as required herein.
- 12.10 Coverage Verification. Contractor will be required to provide the following Certificate of Insurance within five (5) days after receipt of written notice of intent to award the Contract. Contractor shall furnish County with certificates of insurance (valid ACORD form or equivalent approved by County) as required by the Contract. An authorized representative of the insurer shall sign the certificates.
- 12.11 Waiver of Subrogation. In consideration of the Contract award, Contractor agrees to waive all rights of subrogation against County, its elected and appointed officials, officers, employees, and agents. This waiver does not apply to any policy that includes a condition that expressly prohibits waiver of subrogation by the insured or that voids coverage should Contractor enter into a waiver of subrogation on a pre-loss basis.
- 12.12 Additional Insured, Endorsement and Certificate of Insurance. All required insurance coverage, other than the workers’ compensation and professional liability, shall name the County, it’s elected and appointed officials, officers, employees, and agents, as additional insureds and be properly endorsed for the full available limits of coverage maintained by Contractor and its subcontractors. Endorsement is not required if Contractor is a self-insured government entity or insured through a government risk pool authorized by Washington State. The Certificate of Insurance and

endorsement shall identify the Contract number and shall require not less than 30 days' prior notice of termination, cancellation, nonrenewal or reduction in coverage. At the time of execution, Contractor shall provide the Certificate of Insurance, endorsement, and all insurance notices to: Risk Management Division, Kitsap County Department of Administrative Services, 614 Division Street, MS-7, Port Orchard, Washington 98366.

- 12.13 General. The coverage limits identified herein are minimum requirements only and will not in any manner limit or qualify the liabilities or obligations of Contractor under the Contract. All insurance policy deductibles and self-insured retentions for policies maintained under the Contract shall be paid by the Contractor. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to County, its elected and appointed officials, officers, employees, or agents. Contractor's insurance shall apply separately to each insured against whom a claim is made, or suit is brought, subject to the limits of the insurer's liability.
- 12.14 Claims-Made. If any insurance required by the Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of the Contract and, either continuous coverage will be maintained, or Contractor shall purchase an extended-discovery period or "tail" coverage for a minimum period of three (3) years following completion of the performance or attempted performance of the Contract.
- 12.15 Subcontractors. Contractor shall establish and outline the insurance requirements for each subcontractor that will perform work under the terms of the Contract. Such insurance shall be in forms and limits customary in Washington for the specific services being provided by each subcontractor. Such insurance shall include Kitsap County, and its officers, elected officials, directors, agents, and employees as additional insureds and waiver of subrogation with respect to all applicable policies. Contractor shall be responsible for confirming each subcontractor meets the established insurance requirements for the specific work or medical service being provided. Contractor is responsible for furnishing evidence of insurance to County for each subcontractor.
- 12.16 Approval and Modifications. County reserves the right to review or modify insurance limits, required coverages, or endorsements throughout the life of the Contract, as deemed necessary whose decision shall be final. Such action will not require a formal Contract amendment but may be made by administrative action.
- 12.17 Joint Ventures. If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods: i) Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as required above, or ii) Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured".

ARTICLE 13. CONTRACT CHANGES, SUBCONTRACTS

- 13.1 Amendment. No amendment or modification to the Contract will be effective without the prior written consent of the authorized representatives of the parties.
- 13.2 Successors and Assigns. To the extent permitted by law, the Contract is binding on the parties' respective partners, successors, assigns, executors, and legal representatives.
- 13.3 Assignment and Delegation. Contractor shall not assign any right or delegate this Contract, or any service, or duty under the Contract without the prior written consent of the County. This prohibition

includes subcontracts, or assignments or transfers, by merger (whether that party is the surviving or disappearing entity), consolidation, dissolution, or operation of law. Any purported assignment or delegation in violation of this subsection shall be void.

- 13.4 Subcontracts. Contractor shall provide County a list of all subcontractors and the subcontractors' proposed responsibilities. "Subcontract" means any contract, express or implied, between Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or service for the performance of the Contract. All subcontracts shall incorporate by reference the terms and conditions of this Contract. Contractor is solely responsible for the performance and payment of its subcontractors.

ARTICLE 14. OWNERSHIP, CONFIDENTIALITY, BREACH, RECORDS, AUDIT

14.1 Ownership.

- A. Unless otherwise provided for herein, all Work Products originated and prepared by Contractor or its subcontractors of any tier under this Contract shall be and remain the exclusive property of the County for its use in any manner it deems appropriate. Work Products are all works, tangible or not, created under this Contract including, without limitation, documents, material, data, reports, manuals, specifications, artwork, drawings, sketches, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property. Contractor hereby Assigns, and agrees to assign, all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared by Contractor under this Contract. Contractor further agrees to execute any documents necessary for the County to perfect, memorialize, or record the County's ownership of rights provided herein.
- B. For all Work Products delivered to the County that are not originated or prepared by Contractor or its subcontractors of any tier under this Contract, Contractor hereby grants a non-exclusive perpetual license to use such Work Products for any County purposes.
- C. Contractor shall not provide or disclose any Work Product to any third party without prior written consent of County. Any subcontract entered into by Contractor relating to this Contract, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract to contractually bind or otherwise oblige its subcontractors performing work under this Contract such that County's ownership and license rights of all Work Products are preserved and protected as intended herein. Failure of Contractor to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject Contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of Contractor's contract with County.

- 14.2 Confidentiality of Records. Contractor shall establish and maintain procedures and controls, that are acceptable to County to assuring that no information contained in its records or obtained from County or from others in carrying out its functions under the Contract shall be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to County. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the contract, unless otherwise agreed to in writing by County.

14.3 Data Breach

- A. Contractor shall immediately notify the County when any Contractor and/or subcontractor system that may access, process, or store Data or work product is subject to unintended access or attack. Unintended access or attack includes compromise by computer malware, malicious search engine, credential compromise or access by an individual or automated program due to a failure to secure a system or adhere to established security procedures. Notice shall be provided via electronic correspondence to the person identified in the Notice provisions herein.
- B. Contractor shall notify County immediately upon knowledge of a threat to Contractor and/or subcontractor's systems as it pertains to the use, disclosure, and security of County Sensitive Data. If an unauthorized use or disclosure of any Sensitive Data occurs, Contractor must provide electronic notification to County Representative and County IS Department (network@kitsap.gov) immediately after Contractor's discovery of such use or disclosure and, thereafter, all information County requests concerning such unauthorized use or disclosure. Contractor, immediately upon discovery, shall report to County any improper or non-authorized use or disclosure of Sensitive Data. Contractor's report shall identify: i) the nature of the unauthorized use or disclosure; ii) the Sensitive Data used or disclosed; iii) who made the unauthorized use or received the unauthorized disclosure; iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure; and vi) shall provide such other information, including a written report, as reasonably requested by County.
- C. Contractor shall ensure that all personal identifying information, financial information, and other information submitted or made available to Contractor by, or on behalf of, County, or acquired or developed by Contractor in the performance of the Contract (unless publicly available) is kept confidential, secured, and protected to prevent unauthorized access. Such information will be utilized by Contractor solely as necessary for the performance of the Contract and not made available to any other person without the County's prior written consent. Upon expiration or termination of the Contract, all confidential information shall be returned to County or destroyed at County's discretion.
- D. Contractor shall, at its sole expense, comply with all applicable laws that require the notification of individuals in the event of unauthorized release of personally identifiable information or other event requiring notification, including without limitation RCW 19.255.010, as in effect at any given time. In the event of a breach of any of Contractor's security obligations or other event requiring notification under applicable law, Contractor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend County and its officials and employees from and against any claims, damages, costs, or other harm related to such security obligation breach or other event requiring the notification.

14.4 Loss of Data. In the event of loss of any Data or records where such loss is due to the intentional act or omission or negligence of Contractor or any of its subcontractors or agents, Contractor shall be responsible for recreating such lost data in the manner and on the schedule set by County. Contractor shall ensure that all data is backed up and recoverable by Contractor. Contractor shall use its best efforts to assure that at no time shall any actions undertaken by Contractor under the Contract (or any failures to act when Contractor has a duty to act) damage or create any vulnerabilities in data bases, systems, platforms, and/or applications with which Contractor is working hereunder.

- 14.5 Public Records. Contractor acknowledges the Contract and all public records associated with the Contract shall be available to County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (“Act”). To the extent that public records in the custody of Contractor are needed for County to respond to a request under the Act, as determined by County, Contractor shall make them promptly available to County at no cost to County. If Contractor considers any portion of any record provided to County under the Contract, electronic or hard copy, to be protected from disclosure under the law, Contractor shall clearly identify all specific information it claims to be confidential or proprietary. If County receives a request under the Act to inspect or copy the information that has been identified by Contractor as confidential or proprietary and County determines that release of the information is required by the Act or otherwise appropriate, County’s sole obligation will be to make a reasonable effort to notify Contractor of the request and the date that such information will be released to the requester unless Contractor obtains a court order to enjoin disclosure pursuant to RCW 42.56.540. If Contractor fails to timely obtain a court order enjoining disclosure, County will release the requested information on the date specified. County has, and by this section assumes, no obligation on behalf of Contractor to claim any exemption from disclosure under the Act. County will not be liable to Contractor for releasing records in compliance with the Act, this section or court order.
- 14.6 Audit and Record Retention. Contractor and its Staff shall maintain and retain all books, documents, and records relating to performance of the Contract and services provided in connection with the Contract for six years after completion of the Contract or longer if requested by County. All records shall be subject to inspection and audit by County at all reasonable times. In the event of any audit or records request, Contractor shall provide assistance to County, without additional compensation, and provide all books, documents and records requested, and identify, investigate, and reconcile any audit discrepancies and/or variances. Contractor and its Staff shall fully cooperate with County when County is evaluating Contract compliance and conducting performance audits and financial audits, which shall include making all records requested by County promptly available to County for review, at no cost to County.

ARTICLE 15. REPRESENTATIONS, WARRANTIES

- 15.1 General. Each party represents and warrants that 1) it has all necessary rights, licenses and approvals required to provide the Work required under this Contract and to provide the other with the rights to utilize the System in the manner indicated within County RFP 2022-114 and that County shall be entitled to use the System without disturbance; 2) all obligations owed to the third parties with respect to the activities contemplated to be undertaken by the parties pursuant to this Contract, are or will be, fully satisfied so that the parties will not have any obligations (other than obligations set forth in this Contract) with respect thereto; 3) the parties’ obligations under the this Contract are not in conflict with any of their other obligations; 4) each party will comply with all applicable laws in the performance of its obligations under this Contract; and 5) the parties’ arrangements with any Subcontractors who provide services in connection with the performance of the Work required under this Contract shall be in compliance with the terms and conditions of this Contract.
- 15.2 Intellectual Property Warranty. Contractor represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party’s intellectual property rights, including, without limitation, patents, copyrights, trademarks, trade secrets, rights of publicity and proprietary information.

- 15.3 Defects. Contractor represents and warrants that, while this Contract is in effect, the System and all components thereof shall comply with the specifications contained in the Contract and be free from errors in operation and performance and be free from Defects.
- 15.4 Malicious Code. Contractor represents and warrants that it shall use its best efforts to prevent the introduction and proliferation of any Malicious Code into the System or the County's information technology environment. Without limiting Contractor's other obligations under this Contract, Contractor covenants that, in the event any Malicious Code is found in the System or County information technology environment, if such Malicious Code originated in the equipment, Software, interfaces or other resources provided by Contractor under this Contract, Contractor shall remove such Malicious Code and correct all associated issues at its sole expense.
- 15.5 Disabling Code. Contractor represents and warrants that Contractor shall not insert into the System any code which could be invoked to disable or otherwise shut down all or any portion of the System except as required in the event of the termination or expiration of this Contract or as otherwise contemplated by this Contract. Contractor further represents and warrants that no portion of the System contains any "back door," "time bomb," "Trojan horse," "worm," "virus," or other computer software routines or hardware components designed to 1) permit access or use of either the CMS or County's computer systems by Contractor or a third party not authorized by this Contract, 2) disable, damage or erase the System or any information or data stored therein, in each case other than as contemplated by this Contract. For purposes of this provision, code that serves the function of ensuring software license compliance (including passwords) or the provision by Contractor of services under this Contract shall not be deemed disabling code.
- 15.6 No Fee. Contractor certifies it has not received, nor paid or agreed to pay, another person or entity, other than a bona fide employee working exclusively for Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Contract.
- 15.7 Compliance. Contractor represents and warrants that: 1) it is qualified to do business in the State of Washington and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified; 2) it is not in arrears with respect to the payment of any monies due and owing the state, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the Contract; 3) it shall comply with all applicable Laws, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees; and 4) it shall obtain and maintain, at its expense, all licenses, permits, certifications, insurance, governmental approvals, and other documents necessary for Contractor's performance under the Contract and pay any fees. Contractor certified to immediately notify County of any suspension, termination, lapse, nonrenewal, or restriction of licenses, permits, certificates, or other documents.
- 15.8 Non-Discrimination. Contractor and its Staff shall not discriminate against any person based on race, color, creed, religion, national origin, age, sex, marital status, sexual orientation, veteran status, disability, or other circumstance prohibited by federal, state, or local law, and shall comply with Title VI of the Civil Rights Act of 1964, P.L. 88-354 and Americans with Disabilities Act of 1990 in the performance of the Contract. Any subcontract entered into by Contractor, relating to the Contract, shall be subject to the provisions of this paragraph.
- 15.9 Claims for Labor and Materials. Contractor shall promptly pay when due all amount payable for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against County property (including reports,

documents, and other tangible or intangible matter produced by Contractor hereunder), against Contractor's rights to payments hereunder, or against County, and shall pay all amounts due under the Unemployment Compensation Act with respect to such labor.

- 15.10 Quality. Unless otherwise modified elsewhere in these terms and conditions, Contractor warrants that, for one year after acceptance by County of the materials, they shall be: i) of a quality to pass without objection in the trade under the Contract description; ii) fit for the intended purposes for which the materials are used and all requirements of the Contract and representations of Contractor; iii) within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units; and iv) conform to the written promises or affirmations of fact made by Contractor.

ARTICLE 16. RIGHTS AND REMEDIES

- 16.1 Noncompliance. If noncompliance issues are identified by County, the County may provide a written cure notice to Contractor regarding the details of the noncompliance, the required corrective action, and the period of time allowed for bringing its performance back into compliance with the Contract requirements. If, at the end of the specified time period, Contractor has complied with the cure notice requirements, County shall take no further action. If, however, Contractor has not complied with the cure notice requirements, County may in its discretion take any action available under law or equity, including without limitation, monetary sanctions, suspension, refusal to renew, or termination of the Contract. County may, upon termination of the Contract, procure on terms and in the manner that it deems appropriate, procure a System and/or services to replace the System and/or services under the Contract. Contractor shall be liable to the County for any and all costs, expenses, penalties, and fees incurred by County in procuring such System and/or services in substitution for those due from Contractor.
- 16.2 Withholding Payment. In the event County determines that Contractor has failed to perform any obligation under this Contract within the times set forth in the Contract, then County may withhold from amounts otherwise due and payable to Contractor in the amount determined by County as necessary to cure the default, until County Representative determines that such failure to perform has been cured. Withholding under this subsection shall not be deemed a breach entitling Contractor to termination or damages, provided that County gives notice in writing to Contractor of the nature of the default or failure to perform.
- 16.3 Recovery of Funds. Whenever, under the Contract, any sum of money shall be recoverable from or payable by Contractor to County the same amount may be automatically deducted from any sum due to Contractor under the Contract or under any other contract between Contractor and the County including reasonable attorney fees and or any other collection costs. The rights of County are in addition and without prejudice to any other right County may have to claim the amount of any loss or damage suffered by County on account of the acts or omissions of Contractor.
- 16.4 Right of Assurance. If the County in good faith has reason to believe Contractor will not or cannot perform or continue performing under the Contract, County may demand in writing that Contractor give a written assurance of intent and/or ability to perform. Failure by Contractor to adequately address all issues of concern to the reasonable satisfaction of County, within the number of days specified the demand may, may result in County resorting to any single or combination of the following remedies: cancel any contract; reserve all rights or claims for damage for breach or any covenants of the Contract; and/or all other rights and remedies available under the Contract and/or as provided by law.

- 16.5 Responsibility for Errors. All Services shall be completed to the satisfaction of County and as required herein. Upon request, Contractor shall provide any clarifications and/or explanations regarding any Services provided as required by County, at no additional cost to County. In the event of an error or omission under the Contract, Contractor shall, at no cost to County, provide all necessary design drawings, estimates, and all other professional services County deems necessary to rectify and correct the matter to the satisfaction of County. Contractor shall continue to be responsible for the accuracy of Services, even after the Work is accepted by County and the termination or expiration of the Contract.
- 16.6 Right of Offset, Reimbursement. County shall be entitled to offset against any sums due Contractor, any expenses or costs incurred by County, or damages assessed by County concerning Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.
- 16.7 Remedies. All County rights and remedies under the Contract are in addition to, and shall in no way limit, any other rights and remedies that may be available to County at law and in equity.
- 16.8 Nonconforming Tender. Materials or services supplied under the Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the County may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code or pursue any other right or remedy available to it.
- 16.9 Non-Exclusive Remedies. The rights and the remedies of the County under the Contract are not exclusive.
- 16.10 Breach. In the event of a material breach by Contractor, the County may procure, on terms and in the manner that it deems appropriate, Services to replace those under the Contract. Contractor shall be liable to County for any and all costs, expenses, penalties, and fees incurred by County in procuring such Services in substitution for those due from Contractor under the Contract.

ARTICLE 17. LIQUIDATED DAMAGES

- 17.1 It would be impractical and extremely difficult to assess the actual damage sustained by County in the event of delays or failures in Service, or in the event the System does not provide the functionality listed in the RFP. County and Contractor, therefore, presume that in the event of any such failure to perform to the Standards, County will be paid an amount equal to 1.5% of the total Contract amount for each day the System is not accessible to users due to a System or technical failure in Contractor's technology environment, it's servers or software, whether hosted inside or outside Contractor's facilities. This amount represents both parties' best estimate of the damages resulting from the injury that in the event of any such failure, Contractor shall pay such amounts as liquidated damages and not as a penalty. For amounts due the County as liquidated damages, County may deduct from any money payable to Contractor or may bill Contractor as a separate item. By executing the Contract, Contractor expressly agrees to the amount, and imposition, of liquidated damages, as provided in the Contract.

ARTICLE 18. GOVERNING LAW, DISPUTES

- 18.1 Governing Law; Venue. The Contract has and shall be construed as having been made and delivered in the State of Washington, and the laws of the State of Washington shall be applicable

to its construction and enforcement. Any action at law, suit in equity or judicial proceeding for the enforcement of the Contract or any provisions hereto shall be instituted only in courts of competent jurisdiction within Kitsap County, Washington, unless otherwise required by law.

- 18.2 Disputes. Differences between the parties related to the Contract will be promptly brought to the attention of the County. Any dispute relating to the quality or acceptability of performance or compensation due Contractor shall be brought to the attention of the County Representative at the earliest possible time in order that such matters may be settled, or other appropriate action promptly taken by the County's Representative. All decisions of County's Representative are considered final; however, nothing herein prohibits either party from seeking judicial relief.

ARTICLE 19. GENERAL PROVISIONS

- 19.1 Advertising Logo. Contractor shall not use, advertise, or promote information for commercial benefit concerning the Contract or use any trade name, trademark, logo, or symbol of the County, or County Departments, without County's prior written consent.
- 19.2 Implied Contract Terms. Each provision of law and any terms required by law to be in the Contract are made a part of the Contract as if fully stated in it.
- 19.3 Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the County and they may be amended, the following shall prevail in the order set forth: 1) Contract; 2) scope of work; 3) request for proposal; 4) documents referenced or included in the RFP; and 5) Proposal as accepted by the County
- 19.4 Headings/Captions. Headings and captions used are for convenience only and are not a part of the Contract and do not in any way limit or amplify the terms and provisions hereof.
- 19.5 No Party the Drafter. The Contract is the product of negotiation between the parties, and no party is deemed the drafter of the Contract.
- 19.6 Time of Performance. Time is of the essence with respect to each and every term and provision of the Contract.
- 19.7 Severability. If a court of competent jurisdiction holds any provision of the Contract to be illegal, invalid, or unenforceable, in whole or in part, the validity of the remaining provisions will not be affected, and the parties' rights and obligations will be construed and enforced as if the Contract did not contain the particular provision held to be invalid. If any provision of the Contract conflicts with any statutory provision of the State of Washington, the provision will be deemed inoperative to the extent of the conflict or modified to conform to statutory requirements.
- 19.8 Waiver. A waiver of a default of any part, term, or provision of this contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term, or provision itself. No waiver of any default of the Contract shall be held to be a waiver of any other or subsequent default.
- 19.9 Non-Exclusive Contract. County may at its discretion enter into multiple agreements to obtain the same or similar services that are the subject of this Contract or may have its own employees perform the same or similar services contemplated by the Contract.
- 19.10 Counterparts. The Contract may be executed in several counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement.

- 19.11 Survival. Any provision of the Contract which contemplates performance or observance subsequent to any termination or expiration of the Contract shall survive termination or expiration of the Contract and continue in full force and effect. Those provisions include, without limitation: Article 3 (Scope of Work), Article 8 (Termination), Article 11 (Warranty, Risk of Loss, and Indemnification), Article 12 (Insurance Requirements), Article 14 (Ownership, Confidentiality, Breach, Records, Audit), Article 16 (Rights and Remedies), and Article 18 (Governing law, Disputes).
- 19.12 Entire Agreement. The parties acknowledge the Contract is the product of negotiation between the parties and represents the entire agreement of the parties with respect to its subject matter. All previous agreements and representations, whether oral or written, entered into prior to the Contract are hereby revoked and superseded by the Contract.
- 19.13 Authorization. Each party signing the Contract warrants to the other party, that they have the full power and authority to execute the Contract on behalf of the party for whom they sign.

Dated this ____ day of _____, 2022

Dated this ____ day of _____, 2022

CONTRACTOR

KITSAP COUNTY

Name

Chad M. Enright
Kitsap County Prosecuting Attorney

Title

APPROVED:

**KITSAP COUNTY BOARD OF COMMISSIONERS
PORT ORCHARD, WASHINGTON**

EDWARD E. WOLFE, Chair

Dated: _____

CHARLOTTE GARRIDO, Commissioner

Dated: _____

ROBERT GELDER, Commissioner

Dated: _____

ATTEST:

Dana Daniels, Clerk of the Board

	SCOPE OF WORK PROSECUTOR CASE MANAGEMENT SYSTEM	PURCHASING DEPARTMENT 619 Division St. MS-7 Port Orchard, WA 98366 Phone: (360) 337-4788
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ARTICLE 1. DEFINITIONS AND ACRONYMS

The following definitions shall apply to the RFP and resulting Contract. Unless otherwise noted, the terms below may be upper or lower case and will have the identified meaning. Acronyms will always be upper case.

Acceptance Date	Means the date on which the System is accepted by County, as indicated by execution of a Certificate of Completion. County will have a minimum of 90-days after the Go-Live date of each phase to test the system in full production use and to identify non-conforming elements to be corrected. The Certificate of Execution will be executed once all non-conforming elements have been corrected by Bidder Vendor, except for minor or inconsequential errors.
Acceptance Test	A test which must be passed before a system or system component is considered to meet specified requirements
Authorized User	Any internal or external personnel the County has granted access to the CMS or its data.
Bidder’s Software	Means the computer programs, in object code form, provided or to be provided by the Bidder pursuant to the Contract. Bidder’s Software includes any modifications, corrections, improvements, updates, releases, or other changes to the Bidder’s Software which are provided or to be provided as part of Bidder’s performance of Service obligations under the Contract.
Board	Shall refer to the County of Kitsap Board of Commissions
CMS	Case Management System
Certificate of Completion	Means a written certificate, signed by authorized representatives of County and Vendor, stating that 1) the CMS has been completely delivered, assembled, installed, and tested at the County work site in accordance with the requirements of this Contract; 2) as assembled and installed, the System satisfies the acceptance tests reasonably required by the County; and 3) the System conforms to the specifications required under this Contract.
Confidential Information	Means personal health information, personal identifying information, financial information, and other information submitted or made available to Contractor by, or on behalf of, the County or its agency partners, or acquired or developed by Contractor in the performance of the Contract (unless publicly available).
Contract	Means collectively the Case Management System Contract, the RFP 2022-114, instructions, addenda, appendices, and the Proposal as accepted by the County.
Contractor	Means the Bidder selected by Kitsap County to provide the System and services identified in the RFP and resulting Contract
County	Kitsap County, Washington
County IS	The Kitsap County Information Services Department
Data	Means all data, information, content, and other materials stored or transmitted by the County and any Authorized User on the System and on any Third-Party Application,

	excluding any Third-Party Data and any Contractor Data.
Defect	Means any failure of the System to operate in conformity with the specifications and other requirements set forth in the Contract.
Documentation	Means user guides, operating manuals, education materials, product descriptions and specifications, technical manuals, videos, supporting materials, emails clarifying functionality or technical specifications, and other information relating to the Equipment, the Software or the CMS or used in conjunction with the Services, whether distributed in print, magnetic, electronic, or video format.
Escrow Materials	Means the Bidder's Software and Materials, in both object code and Source Code form, together with all documentation thereto, which shall include all relevant commentary, including, but not limited to, explanation, flow charts, algorithm and subroutine descriptions, memory and overlap maps, designs, architecture and other similar materials, for the Bidder's Software and Materials.
Equipment	Means all network, infrastructure, telecommunications, and computing equipment procured or provided by Bidder as part of the System, including, but not limited to 1) server and distributed computing equipment and associated attachments, features, accessories, peripheral devices, and wiring, 2) personal computers, laptop computers and workstations and associated attachments, features, accessories, peripheral devices, and wiring and 3) telecommunications and network equipment and associated attachments, features, accessories, peripheral devices and wiring.
Initial Term	Means the initial five-year term of the Contract.
Law or Laws	Means all applicable federal, state and local laws including privacy and data protection laws, as well as any other applicable statutes, regulations, rules, executive orders, government directives, government circulars, policies or binding pronouncements of or by any government (including any department or agency thereof) having jurisdictional authority over a party.
Malicious Code	Means 1) any code, program, or sub-program whose knowing or intended purpose is to damage or interfere with the operation of the computer system containing the code, program or sub-program, or to halt, disable or interfere with the operation of the Software, code, program, or sub-program, itself, or 2) any code, program or sub-program that permits any unauthorized person to circumvent the normal security of the Software or the system containing the code. This could include, but is not limited to "viruses," "worms," "backdoor entries," "time bombs," "Trojan horses," "lockout devices," and other disruptive technologies.
PAO	Kitsap County Prosecuting Attorneys' Office
Performance Test	A test that demonstrates that the Bidder's system meets the speed, volume and stress requirements of the system during a specified period of time, often called a stress test.
Personnel	Means Contractor and Contractor's employees, volunteers, subcontractors, interns, agents, partners, and any other person or entity utilized by the Contractor directly or indirectly or through third parties to the perform any Services under the Contract.
Proposal	Means the Contractor's Proposal submitted in response to RFP 2022-114 and all supplements and clarifications, as accepted by the County.
Record	A generic term used to describe official documentation, either of an entire case or event or components thereof
Reliability Test	A test conducted after the system has been put into production mode which demonstrates that the system meets all functional requirements and performs according to standards specified in the contract without downtime or other internally caused disruption for a period of time specified in the contract. Successful completion of the reliability test is usually a requirement for final acceptance of the system.

RFP	This Request for Proposal No. 2022-114 for a public safety records and jail management system which includes the instructions, scope of work, the Contract, and all addendums, appendices, appendices, and attachments issued by the County in writing.
SaaS	Software-as-a-service solution.
Services	Means all services under this Contract, and includes, but is not limited to, installation, integration, integration, acceptance testing, support, maintenance, training, development, warranty, and time and materials services, provided or to be provided by the Contractor.
Software	Means the Bidder's Software and the Third-Party Software, and all Documentation, materials, all related media, and all updates made available by Contractor to the County and its agency partners under this Contract.
Source Code	Means a human-readable copy of the source code (the computer instructions in human readable computer language) to the Bidder's Software and Materials, plus any pertinent commentary or explanation that may be used by Bidder's programmers, although not necessarily those incorporating the program, and shall include Documentation, statements or principles of operation, and schematics, all as necessary or useful for the effective understanding, maintenance and use of the Source Code. To the extent that the development environment employed by Bidder for the development, maintenance, compilation, and implementation of the Source Code includes any device, programming, or Documentation not commercially available to County on reasonable terms through readily known sources other than Bidder, the Source Code shall include all such devices, programming, or Documentation. The foregoing reference to such development environment is intended to apply to any programs, including compilers, workbenches, tools, and high-level (or proprietary) languages, used by Bidder for the development, maintenance, and implementation of the Source Code.
Specifications	Means the functional, performance, operational, compatibility, and other specifications or characteristics of the System described in the Contract, the RFP, the Proposal, the applicable Documentation and other such specifications or characteristics of the System agreed upon in writing by the Parties.
Subcontract	Means any contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or service for the performance of the Contract. All Subcontracts shall incorporate by reference the terms and conditions of this Contract.
System	Means collectively the Prosecuting Attorney's Case Management System as specified in the RFP 2022-114 including the Software, Equipment and associated attachments, features, accessories, peripherals and wiring, integrated with the Bidder's Software and Third-Party Software (and all additions, modifications, substitutions, upgrades or enhancements to such system) along with the Services, meeting the Specifications.

ARTICLE 2. PROJECT OVERVIEW AND OBJECTIVES

2.1 General Information

The Kitsap County Prosecuting Attorney's Office (PAO) is seeking a case management solution for a team of 70 agency users for both its Criminal and Civil Divisions. The case management will also be accessed by approximately 15 law enforcement partners.

A. Civil Division

The Civil Division of the Prosecuting Attorney’s Office provides comprehensive legal services to the elected and appointed officials, departments, divisions, and affiliate agencies of Kitsap County, assisting them in making decisions in the best legal interests of the community. The Deputy Prosecutors in the Civil Division work closely with county clients on a wide range of legal issues covering virtually every aspect of civil law. Some of those legal topics, in which a robust case management system is necessary, include but not limited to:

- Contracts. Reviews contracts for purchase of equipment, goods and services, acquisition and disposition of real and personal property utilizing their experience in public procurement, bidding for projects, and contract negotiation, drafting, and interpretation.
- Human Services. Assists the Board of County Commissioners and Department of Human Services with legal issues associated with aging and long-term care, homeless and housing assistance, mental health and addiction, disability employment, and veteran’s needs.
- Labor and Employment Law. Kitsap County is the one of the largest employers within the county. The Civil Division advises on issues such as labor relations, collective bargaining, wage and hour laws, medical leave and disability laws, and employee misconduct and discipline.
- Land Use. Advises on issues regarding commercial and residential development, transportation, capital facilities and utilities, road repair and construction, storm and wastewater, code violations and provide representation in law use matters on behalf of the County.
- Public Records. Responds to public records requests the PAO has received and advises clients to ensure compliance with the public disclosure laws.
- Tort Defense. Provides defense services for claims and lawsuits filed against county offices, departments, officers and employees.

In addition to the above, the Civil Division utilizes the case management system to track the number and type of files opened and closed and tracks billable hours and expenses. This is a unique feature of a public law firm but is a foundational statistical requirement to this division in terms of case management and staff resources, and is used extensively in the annual budget process.

In 2020, the Civil Division attorneys provided almost 17,000 hours of legal services working on 1,000 contracts, 368 litigation files, and 887 general work requests from the county clients.

B. Criminal Division

The Criminal Division is comprised of two divisions – Felony and District/Municipal.

1. Felony Division - The Felony Division is comprised of five units to include General Trial, Special Assault, Therapeutic Courts, Juvenile and Appellate.

- General Trial Unit (GTU) is tasked with prosecuting all felony crimes in Kitsap County that are not handled by our specialized Therapeutic Courts or Special Assault Units to include post-conviction motions and matters not related to appeals. The GTU is responsible for all cases on the trial track for almost every type of crime, including burglaries, robberies, thefts, assault, vehicular assaults, vehicular homicides and homicides. The GTU handles an average of 3,000 referrals per year with approximately 1,600 cases set for trial each year.
 - Special Assault Unit (SAU) is tasked with reviewing law enforcement referrals for charging and prosecuting all crimes of domestic violence, sexual assault, and crimes against children to include post-conviction motions and matters not related to appeals. This unit also includes our forensic child interviewers and houses our Child Advocacy Center which is co-located and coordinates a variety of investigative and social services for child victims of abuse and neglect. The SAU handles an average of 750 referrals per year with approximately 350 cases set for trial each year.
 - Therapeutic Court Unit (TCU) is responsible for the application processing, screening, and tracking for all five of the therapeutic courts in Kitsap County which include: Behavioral Health Court, Drug Court, Felony Diversion, THRIVE Court, and Veteran’s Court. The primary goal of the TCU is to reduce the number of people in Kitsap County who cycle through the criminal justice system. This unit works closely with the courts, the jail, local law enforcement, Department of Veteran’s Affairs, and various treatment providers in the community. Many of these organizations, including our TCU, rely on grant funding. The ability to extensively track complex data sets for grant reporting and program monitoring is required.
 - Juvenile Unit is responsible for review, screening, diversion, charging, processing, prosecution and disposition of all referrals related to criminal conduct committed in Kitsap County by anyone under the age of 18. This encompasses every offense from violent crimes to simple infractions. In addition, there are several therapeutic court programs at the juvenile level. The Juvenile Unit handles an average of 800 referrals each year.
 - Appellate Unit responds to all adult criminal appeals of criminal convictions from Kitsap County in either the Court of Appeals or the Washington State Supreme Court. They also supervise non-felony appeals, provide procedural and strategic advice to Civil and Juvenile prosecutors handling appeals, provides legal advice to trial prosecutors, assists in keeping forms up-to-date based on new case law and occasionally provides appellate services to outside counties resulting in revenue. The Appellate Unit handles approximately 70 new appeals each year.
2. District and Municipal Court Division – The District and Municipal Court Division prosecutes misdemeanor and gross misdemeanor crimes, which are defined by law as cases that are punishable by a year or less in custody. The division handles pre-charging review and follow-up, charging, trials, disposition, appeals for these crimes as well as appearing for contested infractions. The District Court’s jurisdiction includes all of Kitsap County and the division also prosecutes cases on behalf of the cities of Bainbridge Island and Port Orchard. The District/Municipal Division handles an average of 7,700 referrals per year.
 3. Legal Staff – Our criminal legal staff are interspersed within all units of the division to

provide support to the attorneys. Legal staff also provide victim services in conjunction with our community advocacy partners to include:

- Case management and tracking.
- Discovery management and issuance.
- Trial Preparation.
- Victim Assistance:
 - Compliance with victim’s rights and notification.
 - Accompany victims to court.
 - Assistance with Victim Impact Statements and Restitution.
 - Refer victims to necessary resources.

C. Administration

The Kitsap County Prosecuting Attorney’s Office has two managers that are responsible for overseeing numerous grants that require financial and statistical reporting on a regular basis, as well as general data collection for statistics, analysis and reporting for management and budget forecasting.

2.2 General Project Objectives

- A. The County is seeking a proposal to replace our current PAO DAMION case management system. The County prefers to purchase an existing system that is commercially available without major customizations, in use by other similar agencies in other jurisdictions of a similar size and complexity and proven to operate effectively over time. The System may either be locally hosted or web-based Software as a Service (SaaS) hosted and fully supported by the Contractor.
- B. The County will need assistance migrating data from its current DAMION case management system to the new CMS.
- C. Bidder should be prepared to fully train, assist, support, and trouble shoot any and all issues related to the System in accordance with the specifications contained herein.
- D. Proposals should include the following:
 - 1. Records Management Capabilities (i.e., Discovery Management, Records Indexing, Document Creation and Template Management to include Electronic Signatures, Database Inquiry, Redactions, Constraints);
 - 2. Case Management Capabilities (i.e., Case Initiation, Database Inquiry, Name Merging, Scheduling and Calendar, Time & Expense Tracking, Communication features and tasking, Workflow, and automation);
 - 3. Administration Capabilities (i.e. System Administration, Reporting Capabilities, Roles and Security);
 - 4. Interfaces to certain agency systems;
 - 5. Project Management;
 - 6. Training & Written Materials;
 - 7. Warranty and Maintenance services.
- E. Any case management system must adhere to Kitsap County’s IT architecture and maintain compatibility with the existing common computing environment at all architecture layers including data centers, network, operating systems, applications, and clients.

1. Data Centers: The County maintains a primary data center at a county-owned facility in Port Orchard, WA, and a secondary data center, backup and disaster recovery space in Microsoft's Azure Commercial Cloud. The primary data center maintains an average 70-degree temperature utilizing air-based cooling and heat-removal technologies.
2. Network: 10 Gbps network backbones exist in both data centers and the data centers are connected via an MPLS 10 Gbps fiber circuit. Employees stationed at fixed locations on the main campus have 1 Gbps shared-circuit connectivity to the data centers. The County has all remote offices connected via a Wide Area Network (WAN). Network connectivity to the various sites varies from standard T-1 (1.54mbps), high-speed broadband, to fiber connections (1 Gbps). Mobile employees have 4G wireless VPN access to the County's network. VPN access is also available for approved County employees for remote telework and vendors to perform system installation, configuration, and maintenance tasks.
3. Servers and Applications: Kitsap County utilizes virtualization where possible and is licensed for enterprise-wide usage of VMware ESX 7.2 and Hyper-V in the cloud. Microsoft Windows Server 2012R2/2016/2019 is the standard operating system for new server installations, and SQL Server 2014 is the standard enterprise database platform. The County maintains a SharePoint 2016 server farm in Office 365 (Azure) and an on-premises SharePoint 2013 farm for internal applications and externally-facing web sites. Office 365 is also Kitsap County's electronic mail system for all County employees and the standard authentication directory for all enterprise applications.
4. Clients: The standard employee workstation is a PC configured with Windows 10 Enterprise. Windows 11 is currently undergoing testing. PC configurations include a minimum of Intel Core i7-10700 8-Core 2.9 – 4.8 GHz Processors, and at least 16 GB of RAM. All new PCs are being delivered in the county's active directory. The standard office automation software suite is Microsoft Office 365, and clients are provided default installations of Microsoft Edge. Other internet browsers are available upon approval. Users have the option of using personal- or county-supplied mobile devices running iOS or Android.

It is critical to the success of this project that Bidder perform extensive business analysis and provide process improvement recommendations to take full advantage of the proposed solution's potential. Inflexible solutions that require complete changes to our existing processes are unlikely to be selected. A balanced approach allowing for configuration changes to adjust the software to meet our needs is the most likely to succeed.

The Proposal should provide all project elements, with minimal utilization of third-party interfaces. Bidders may partner with a third-party resource to provide the full scope of this RFP. The County prefers an integrated set of modules over interfaces.

- F. The System should be fully functional 24 hours/day, 365 days/year. To satisfy this operational requirement, the Bidder must provide toll-free telephone support for problem resolution during County business hours (8:00 am to 5:00 pm PST), 365 days/year. Telephone response time must not exceed one hour for critical problem calls (as prioritized by the County). Contractor will be responsible for supporting all components of the System, including, but not limited to, software and interfaces. Contractor will be responsible for maintaining all software-related

system components while the County will maintain all system hardware. Contractor will be the single point of contact for all problems relating to the System.

2.3 Objectives Of Deployment

- A. Implementation of a CMS with broad functionality allowing for multiple components.
- B. The County is seeking a CMS that is provided by an innovative vendor with the ability to add and improve functionality as technology progresses, comes highly recommended, and has other user groups in Washington State. The CMS should include:
 - 1. A fully integrated electronic discovery management system for multiple file types, storage, electronic forms processing, and workflow;
 - 2. Readily accessible and knowledgeable customer support;
 - 3. Comprehensive and highly effective reporting tools for statistical gathering and data analysis which is easily accessible, customizable and user friendly
 - 4. A high degree of configurable parameters and customization;
 - 5. Automatic integration functionality as opposed to requiring manual intervention;
 - 6. Capability of reducing/eliminating redundant data entry;
 - 7. A functional and robust interface with eCourt, GovQA, Odyssey, and local law enforcement software; and
 - 8. Ability to rapidly recover from a critical event;
- C. Proposals are to include the following project elements:
 - 1. Locally hosted Solution, Vendor Hosted, Software as a Service, or Hybrid, including business continuity capabilities;
 - 2. Business Process Engineering;
 - 3. Application Software, as described herein;
 - 4. Software implementation and data conversion/migration;
 - 5. Internal and External System Interfaces;
 - 6. Comprehensive System Training;
 - 7. Software Warranty, Maintenance, and Support;
 - 8. Pricing & timeline.
- D. Proposals should identify how the System will leverage the current infrastructure; identify the hardware and network requirements; and identify the services required to confirm that the hardware and current network utilized to comply with performance requirements specified in the RFP.

2.4 Proposed System Overview

- A. Proposals must provide a detailed overview of Bidder's proposed System and response to the following:
 - 1. Functional Overview. Provide a detailed summary of no more than five pages that: (1) describes the core features of your proposed software solution; (2) explains the key differences that differentiate your solution from those of your competitors; and (3) describes how your solution meets, or can be adapted to meet, the specific needs of the PAO.

2. Design
 - a. Describe how the system is designed. Identify if it is a distributed server architecture, a centrally managed server architecture, a hosted architecture, a cloud-based architecture or other design.
 - b. Describe the System's customization capabilities.
 - c. Describe the types of dashboards and data visuals available in the System. Are these built in or utilizing a third-party solution?
3. Security and Storage.
 - a. Describe your IT security process for the design identified above.
 - b. Describe the process for the agency administrators to establish and modify security privileges and permissions within the system.
4. Implementation
 - a. Describe your implementation processes and procedures.
 - b. Describe the roles and responsibilities the vendor and the customer would each have in the implementation process.
 - c. Provide a sample of the structured project implementation plan you would utilize.
 - d. Describe the number of customer resources necessary for ongoing maintenance of the system.
 - e. Describe the number of environments (test, production) supported in an implementation of your system and the cost of each.
 - f. Provide a detailed explanation of the estimated length of time necessary for project implementation, beginning with the signing of the contract through final "go live" of the system.
5. Data Exchange and Interfaces
 - a. Describe the process you would use in building interfaces linking these systems with your solution.
 - b. Identify any potential issues these systems, or the interfaces required to connect to them, might have that would serve to limit the functionality of your software solution.
 - c. Identify if all System modules query a single database. Describe the internal interface between proposed modules.
 - d. Describe the System's ability to share data with other local and state agencies.
 - e. Describe the System's ability to interface with local and state systems and reporting.
6. Maintenance and Support
 - a. Describe your technical support organization and structure.
 - b. What hours is your Technical Support department available?
 - c. Would a designated support representative be assigned to this project?
 - d. Do you provide means to check the status of issues on-line?
 - e. Describe how consistently new versions of the software are released.
 - f. Describe how software changes or enhancements are incorporated into a release.
 - g. Explain how long a release is maintained.
 - h. Detail any software license costs or upgrade costs that existing users have incurred in the past, or that would likely be imposed in the future with an upgrade to a new release.
7. Data Conversion
 - a. Describe your data conversion process.

- b. Describe the Bidder’s capabilities of data migration and process of data migration from DAMION to Bidder’s system.
 - c. Describe how many data load cycles are proposed. Will the data from the County’s current production systems be converted during each data load cycle without data scrambling or masking? Will each data load cycle convert data into each tenant provided?
8. Training
- a. Describe the training you would provide to County personnel, and whether that training would be conducted on site.
 - b. Describe any “train-the-trainer” technique you would provide to County personnel?
 - c. Do you provide web-enabled training courses and tutorials? If yes, are there any fees that would be associated with those courses?
9. Disaster Recovery Management
- a. Identify your business continuity and disaster recovery options, with their respective costs.
 - b. Identify how and where the disaster recovery data is stored.
 - c. Describe the replication and synchronization strategy for restoring the complete system (both data and application software) within the Vendors operating environment (e.g., intra and inter data center replication).
 - d. Identify the disaster recovery timeline.
 - e. Identify whether the synchronization of backup data is real-time.
 - f. Identify whether you will meet the following expectation or if you have an alternative approach: If the primary hosting environment is down, the County expects the Vendor will enable an active environment which is capable of sustaining County operations until primary hosting environment is functional and secure.
10. Pricing
- a. Provide a description of your pricing model. Does the pricing model and/or approach differ in implementation or data conversion? How is it billed (monthly, quarterly, annually)?
 - b. Describe your pricing model and approach in regard to your support plan.
11. Describe any additional features/innovations not contemplated in this RFP. In short, what don’t we know about your system capabilities?

2.5 System Requirements

- A. Describe the System’s minimum networking requirements.
- B. Identify many servers will be required to operate the System? Describe the purpose of each proposed server.
- C. Using the table below, provide server hardware specifications. Repeat the table for each proposed server.

SERVER RECOMMENDATIONS	
Number of Concurrent Users	
System Information	
Operating System	
Database Requirements	

SERVER RECOMMENDATIONS	
Size, Type and Version of Database	
Processors	
Number of Processors @ Speed	
Memory	
Total Memory	
Storage	
Type	
Speed	
RAID levels supported	
Capacity	
Network Adapters	
Number of Ports	
Speed	

D. Using the table below, provide the recommended specifications for user workstations.

WORKSTATIONS	
Operating Systems	
Processor	
Memory	
Network card	
Screen resolution, pixels	
Hard disk space	
Monitor	
Additional Software Applications	

E. Using the table below, provide the recommended specifications for mobile laptops.

MOBILE LAPTOPS	
Operating Systems	
Processor	
Memory	
Wireless network	
Screen resolution, pixels	
Screen size	
Hard disk space	
Additional Software Applications	

2.6 Functional Specifications

The following table describes the response ratings used for each of the functional requirements listed in the tables below. Bidder is expected to rate each response using these ratings and to provide a detailed narrative description of how the requirements will be met. Requirements where there is no rating provided (where the rating field is blank) will be scored as “N” and considered as though Bidder cannot meet the specification.

Bidder is **required** to provide a narrative response specifically for any response that is not rated as a “Yes”, meaning the functionality cannot be met with the current system that is in production elsewhere. Bidder should refer to each requirement by number for easy reference. Additional pages may be added if necessary.

RATE	DESCRIPTION
Y	Yes, this requirement can be met with existing functionality. This means the capability exists, is being used in production elsewhere and can be demonstrated.
N	No, this requirement cannot be met.
T	Third-party vendor. This requirement can be met with a third-party system or interface the Bidder will provide.
C	Customization or Modification. This requirement can be met by making programmatic (software development) changes to existing software, developing new software and/or creating new interface with third-party software. Provide estimated costs and proposed delivery date.
U	Unknown. Bidder does not understand the requirement sufficiently to rate it and requires additional information before a rating can be applied.

2.7 General System Specifications

A. GENERAL SYSTEM SPECIFICATIONS			
Description		Rate	Explanation
1.	Does the System software use a Windows-based or Linux-based operating system?		
2.	Solution offers full support for Edge and Chrome browsers on windows platforms?		
3.	Does the system provide Application Programming Interfaces (APIs) for integrations?		
4.	Can users operate the System using function keys, a command line, and mouse point-and-click operations?		
5.	Can the System create electronic signatures for every user?		
6.	Can system administrator enable required fields?		
7.	Can users easily navigate and perform their primary job tasks with intuitive toolbars, tabs and easy access features?		
8.	Does the solution provide for creating our own data fields for organizing case types beyond Criminal and Civil?		

C. REPORTING			
Description		Rate	Explanation
1.	Can users schedule recurring reports to run at user-defined times and dates?		
2.	Can users output reports in various formats such as Excel, PDF and HTML?		

C. REPORTING		
Can reports utilize the following criteria?		
3.	-Less Than	
4.	-Less Than or Equal	
5.	-Not Equal	
6.	-Equal	
7.	-greater than	
8.	-Greater Than or Equal	
9.	-AND	
10.	-Begin With	
11.	-Between	
12.	-Null	
13.	-Like (utilizing a wildcard search)	
14.	-Does Not Begin With	
15.	-Not Like (utilizing a wildcard search)	
16.	-Not (is not Null)	
17.	-OR	
18.	Ability to create and produce reports based on available data as needed without vendor support?	

D. SECURITY		
Description	Rate	Explanation
1.	Can an agency define security on world, agency, group, and individual levels for all screens within the System?	
2.	Can user access be defined per screen, record, field, and function (view, add, modify, delete, etc.)?	
3.	Can users be assigned to one primary group and multiple secondary groups?	
4.	Can an agency track how users access tables, including which records have been printed, searched, viewed, added, and deleted?	

E. INTERFACE		
Description	Rate	Explanation
1.	List examples of current live interfaces with for other Washington State clients/agencies.	
2.	Does the system integrate with Outlook calendars? Explain the process and capabilities.	

2.8 Case Management

A. GENERAL CASE MANAGEMENT		
Description	Rate	Explanation
1. Ability to cross-reference multiple cases/files under a primary name/DOB, cause number, etc.?		
2. Provide for customize instructions to be displayed within the workflow, directing the end user on what functionality they can or should execute?		
Provide for ability to conditionally present a set of user tasks, based on role and step of the process to assist with processing decisions?		
3. Does your systems configuration and workflow design process currently have civil functionality as outlined in the Civil Division Project Overview?		
4. Allow for the automatic distribution and sorting of work based on load balancing rules. Rules should include role, availability, percentage, order of arrival, index values or the size of existing workloads, as well as, custom built work distribution rules? This should also allow for authorized users to rebalance work if inequity is discovered in the workflow process.		
5. Ability to set a priority level for a case or document type? If yes, can this be automated?		
6. Does the solution provide for tasking and subsequent notifications? If yes, do supervisors/admin have the ability to view pending for end-users?		
7. Please explain how the solution tracks appeals?		
8. Does the solution have a way to track asset forfeitures?		

B. SYSTEM QUERIES		
Description	Rate	Explanation
1. Can users search any field, on any screen, in any order?		
2. Can searches be performed directly within the data entry screens, without the need for a separate search application or window?		
3. Can users search any field with wildcard characters?		
4. Does the System allow search criteria to be non-case sensitive?		

	Can users search multiple criteria within the same table or search combined criteria across multiple tables?		
5.	Can the System display a list of all records matching the search criteria?		

C. TIME – EXPENSE - BILLING			
Description		Rate	Explanation
1.	Does the system support entering billable hours?		
2.	Does the system support entering billable hours by task type or by client?		
3.	Do we have the ability to set rates by system user?		
4.	Does the system support entering expenses?		

2.9 Records Management

A. GENERAL SPECIFICATIONS			
Description		Rate	Explanation
1.	Do case records automatically link to all associated records?		
2.	Can the System maintain specific defendant and/or client identification number and automatically add a sequential number in conjunction with the ID number for each new file added to the system?		
3.	Does the System support logic-driven data entry (e.g., data fields shown are based on previous entries such as offense type or report type)?		
4.	Can we configure specific information based on a particular reporting need? [e.g. grant information, statistics for elected officials.]		
5.	Can the System track the workflow and/or process and keep historical records?		
6.	Can the System alert supervisors when workflows and/or processes are past due?		
7.	Can an agency configure data entry to prevent submission if certain errors are present?		
8.	Can the system set different routing flows depending on process type to control and limit to whom tasks are routed?		
9.	Can the System notify an assigned attorney of new referrals involving the same suspect(s)?		
10.	Can the CMS notify deputy prosecutor of a new case assignment?		
11.	Can multiple deputy prosecutors be assigned to one case number?		

A. GENERAL SPECIFICATIONS		
Description	Rate	Explanation
12.	Can users generate a list of pending cases?	
13.	Can supervisors monitor case workloads and reassign or assign cases as needed?	
14.	Please explain what utility you use for creating labels for physical files?	

B. NAMES		
Description	Rate	Explanation
1.	Can users view any records linked to a name?	
Can users enter or search the following information regarding an individual in the name record?		
2.	name or partial name	
3.	address	
4.	Does the System verify addresses? Describe	
5.	home and work phones	
6.	date of birth	
7.	date of death	
8.	race	
9.	sex	
10.	height	
11.	weight	
12.	hair color	
13.	eye color	
14.	social security number	
15.	driver license	
16.	relationships	
17.	state ID number	
18.	FBI ID number	
19.	user-defined ID numbers	
20.	Does the system maintain a history of all past addresses, telephone numbers, email addresses and name changes?	
21.	Can users enter and view alert codes for any name in the System (brady, interpreter needed, deceased, address confidentiality, confidential informant, etc.) If yes, can there be more than one alert.	
22.	Can a name record be associated with an unlimited number of aliases, with a physical description and numerical identifiers (i.e. SSN, DOL) for each alias?	
23.	Can the System limit users from entering duplicate names or identifiers?	
24.	Can the user attach documents to the name?	

C. PUBLIC RECORDS, REDACTION, RETENTION, SEALING, AND PURGING

Description		Rate	Explanation
1.	Can the user electronically redact records in the System for public dissemination?		
2.	Does the redaction tool have a text replacement function?		
3.	Can the System track metadata for all redactions, to include the user who redacted and time redacted?		
4.	Can the System preserve the redacted and unredacted versions of the record? Describe		
5.	Can the redaction occur without impacting the permanent record (e.g. the master name index)?		
6.	Can the System seal or purge a record permanently?		
7.	Can the System seal or purge a portion of a record or select information within a record (e.g. a person) without destroying the report?		
8.	Can the System create a log of all historical record changes?		
9.	Are retention schedules customizable? Explain.		
10.	Can designated roles (e.g., manager, public records officer) receive notifications of cases, or documents that need to be reviewed per the retention schedules?		

D. DOCUMENT AND IMAGE MANAGEMENT

Description		Rate	Explanation
1.	Does your solution allow for the use of cabinet/folders as a way of organizing documents/attachments? If yes, are there limits on file size or how many folder structures are supported?		
2.	Can the system dynamically create folders and hierarchies based on document type?		
3.	Allows for documents/media to be added to the system in their native format via Drag and drop?		
4.	Allow drag-and-drop import of messages into the CMS using email client folders in order to automate the classification and indexing of emails and attachments?		
5.	Ability to connect related documents to each other by name, case number, etc.?		
6.	Ability to control and track the modification of documents through multiple revisions, allowing users to view prior revisions in which it is clearly		

D. DOCUMENT AND IMAGE MANAGEMENT			
Description		Rate	Explanation
	displayed the number of revisions and allows for comments on the revisions?		
7.	Provide electronic discovery (eDiscovery) via a secure portal with tracking reports including dates/times sent, received, opened, downloaded, etc.?		
8.	Ability to File Stamp an electronic document with a current date at a specific point in the process?		

2.10 Requirements For System Hardware And Other Infrastructure

A. System Architecture and Infrastructure

1. Bidder should provide the County with a detailed and succinct narrative response explaining how Bidder’s technical solution design will ensure that the System functions properly in the expected environment and under the expected demands of the County and its agency partners.
2. Bidder is to provide a commercially available solution that addresses the functional requirements described in the RFP with minimal or no custom software development.
3. Bidder should describe how the proposed System is able to meet the County’s functional requirements with minimal custom software development and explain conditions where custom development may be or is typically required. Bidder should generally describe the configuration process and how configuration can be used to accommodate operational changes that may occur over time and describe the types of system configurations typically handled by the client and what, if any, are typically or can only be handled by Bidder.
4. Bidder is to utilize a modern and fully supported software environment designed for the expected function, size and scale required by the RFP.
5. Bidder should provide an overview of all of the proposed system software components. Where applicable, Bidder should provide a diagram or other graphic that clearly shows the relationships between each of the software components. Bidder should include the vendor name, product name, release or version numbers and description/purpose of each distinct software component, such as: operating system, database, application servers, administrative tools or utilities and both server and client software (desktop, mobile devices, etc.).
6. Bidder should clearly identify software that is developed and provided by Bidder and/or its sub-contractors and software that is commercially available and licensed by other third-party vendors as part of Bidder’s overall proposed solution. Bidder should describe any special relationships or other partnerships that Bidder may have with vendors that are significant to Bidder’s ability to utilize and/or develop in this particular environment. Bidder should describe how long this particular system software platform has been in production.

B. Case Management System

1. Bidder is to utilize a modern and fully supported hardware and infrastructure platform that has been designed for the expected size and scale demands of the RFP.
2. Bidder should describe the key software technologies being used and its benefits, including how they are specifically well suited for the demands of a mission-critical environment. Bidder should explain the current product life cycle and development strategy for the next five (5) years, including any planned upgrade, re-writes, or major enhancements.
3. Bidder should describe the recommended system hardware platform including the recommended server size and technical specifications that would be required to fully support a System that accommodates all of the potential users and utilizes all functions proposed (e.g. the most likely end-state configuration). Bidder should explain why the recommended platform architecture and specific configuration is particularly well suited for the expected demands of the PAO. Bidder should describe how the recommended platform architecture is well suited to adapt and scale over time as the System demands change and/or increase over time.
4. Bidder is to provide a System that is capable of storing historical data in the live, production system so that these records are immediately and fully available to system users. Bidder should describe the recommended system storage platform including the recommended storage technology specifications and storage size based on the anticipated number of records in the fully implemented Records Management System end-state. Bidder should describe how storage estimates are made and the specific assumptions used to produce storage calculations. Bidder should describe any special storage needs or considerations that the proposed solution may require, such as any dependencies on third-party or external storage services and/or solutions.
5. Bidder should describe the minimum and recommended requirements for the end-user desktop device needed to support full access to the proposed solution. Bidder should describe any variances to a standard configuration that may be required for users depending on type or specific function.
6. Bidder should describe minimum network bandwidth requirements for the standard desktop computer configuration needed to support the proposed System functions. Bidder should confirm that the proposed System could operate on the current standard desktop computers.

C. Workplace Technology and/or Required System Upgrades. Bidder is to provide the recommended specifications for each type of desktop device that would be required to implement the System and all features. It is expected that the System will be accessible using handheld or other mobile devices. Bidder should describe the minimum technical requirements for each type of recommended handheld device (e.g., smartphone or tablet) and the minimum technical requirements (e.g., operating system, memory, storage, etc.) for each proposed device type. Bidder should describe the minimum network bandwidth requirements for each type of mobile device proposed.

D. System Scalability and Growth. Bidder is to provide a System that can scale and grow, as the needs of PAO change over time. The System's performance and capacity must be

maintained and able to adapt to changing system use and needs over time without requiring full-scale replacement of all underlying technology hardware or software platform. Bidder should describe how the System is specifically designed to accommodate growth, especially as new users and capabilities are added incrementally over time. Bidder should describe how its system hardware and infrastructure needs can change over time and how those changes are accommodated.

- E. System Performance. A slow or otherwise unavailable System will not be acceptable and will have a profoundly negative effect on safety and efficiency. Bidder is to provide a System design that accounts for no single-point-of-failure and provides System resiliency sufficient to maintain the required System response time and uptime regardless of cause of the failure. The System must be able to detect and recover from failures with minimal to no human intervention. Bidder should describe the following:
- How the system has been designed for resiliency, specifically how failure detection and recovery is achieved;
 - Any special system software features or capabilities that are specifically in place to enhance resiliency and reduce susceptibility to system or component failures;
 - System recovery times, and how system recovery times are maintained and measured;
 - How roles and responsibilities for system recovery are defined and managed between Bidder and the County;
 - How system response times are achieved and maintained during normal and peak use operation;
 - How system performance is measured and accounted for in maintenance agreements;
 - The process by which system performance testing/load testing is accomplished both pre and post implementation;
 - The tools, process, environments, etc. used to conduct system load testing and the level of confidence that the proposed load testing will adequately simulate expected production environment usage;
 - How performance test results are reported to and verified by the County; and
 - The tools and processes used to proactively alert and/or provide early warning of system anomalies and potential performance issues.
- F. Data Protection and Recovery from Failure. Bidder is to provide a System design that protects against data loss and/or corruption due to unforeseen system and/or component failures. Bidder should describe the following:
- How protection against data loss and/or corruption is achieved in the event of unforeseen system and/or component failures;
 - Any storage and/or backup design that protects against data loss, prevents data corruption and provides a mechanism for the recovery of lost or corrupted data in the event of a System failure. The System design should ensure that an unforeseen system outage does not result in data loss beyond what may have been ‘in-transit’ or not yet committed at the time of the outage; and
 - How data protection and recovery is designed to ensure against data loss due to unforeseen failures and the specific mechanisms in place for data recovery.
- G. System Environments. Bidder is to support the ability to conduct system maintenance, training, development, configuration and testing without interruption to the production systems. Bidder should describe how separate environments are provided to conduct system development/configuration, maintenance, testing and training without interruption to the live, production system and the specific hardware and software requirements for each environment.

H. Release Management and Version Control

1. Bidder is to provide a mechanism for predictably managing releases, enhancements and/or customizations including updates, patches and upgrades in a manner that is not disruptive to operations. Bidder should describe the following:
 - How the software is maintained and updated including bug fixes, minor/major patch and release management;
 - How releases are validated and tested and how they are moved between environments until they are released into production;
 - How the release management process protects against unforeseen changes to the production environment; and
 - How County specific configurations or changes are maintained during software version upgrades.
2. Bidder is to keep the System software, including third-party software, up-to-date with any required release patches or updates and major releases within one version of the fully supported current version. All proposed software versions must be generally available and operational in a comparable production environment on or before the proposal deadline. Bidder should describe the following:
 - Process used to ensure system compatibility with updates and new releases of any required underlying system software such as operating systems, database, and application servers;
 - How updates to system software are documented, tested and implemented in a way that does not disrupt the production environment; and
 - Any maintenance or upgrades that would require periods of planned system downtime or otherwise make the system unavailable to users.

I. Data Retention and Archiving

1. The County currently maintains complex data retention policies that are largely driven by departmental policy and local, state, and federal law. Data retention policies vary by record type and data within record type and may have differing retention policies ranging from several years to indefinite periods. In a separate, but related effort, the County plans to create a consolidated data archival capability that consolidates data from several different system-of-record sources, such as CMS, into a single data storage repository that will be used for historical archival, enterprise reporting and analytics. As this other effort progresses, the County expects that the CMS will participate by providing data to this central repository and that the CMS may use this central repository for archiving purposes.
2. Bidder is to provide the capability to maintain various data retention policies for different record and data types under different conditions that may change over time. Bidder should describe the following:
 - How data retention policies are established and modified;
 - Typical data retention policy scenarios and how the system is designed to accommodate them;
 - How data retention policies affect storage planning and/or system performance and if/when archiving may be required to maintain system performance; and
 - If/how archived records can remain indefinitely.
3. Bidder is to provide the capability to permanently ‘purge’ records in a manner that complies with Departmental, local, state and federal guidelines. Bidder should describe

how the system provides for the capability to permanently remove records when authorized to do so. Bidder should describe how these records are removed and what trace information, if any, may remain on the system.

J. Data Conversion. Bidder is required to provide a mechanism for converting data from existing legacy systems that contain vital historical information and making that information available to System users. Bidder is required to provide expert technical resources that can assist in the identification and analysis of existing information sources and provide recommendations for its conversion and/or other means of accessing. Bidder may also be required to provide the resources to implement the recommendations depending on the solution. The legacy data may be in a variety of formats such as relational database, flat file, image files, pdf documents, and have attachments. The Bidder should describe their approach to data conversion from existing systems including attachments, data mapping and cleansing of legacy data and include the following:

- Describe what the County can expect in terms of data conversion and examples of how the Bidder has successfully addressed similar data conversion issues in other similar systems.
- Describe the most common types of data converted to the CMS and the alternatives for accessing legacy data that may not be converted into the new CMS. Describe the process by which the data conversion will be designed, documents, executed, and tested. Include the role of the County, and what resources it should expect to provide in order to support the conversion. This should include all County current interfaces previously identified.
- Describe how Bidder will convert records containing partial data (i.e. partial names, partial phone numbers, unknown persons with physical descriptors) to ensure that they will be returned in search queries?
- Describe the process for cleaning data during the data conversion process to eliminate duplicate and/or unnecessary information contained in names, addresses, vehicles, property, reports, and the like.
- The County expects that legacy data will continue to be available to authorized users of the new System, describe Bidder's expertise and insight as to how best to manage, convert and/or otherwise access the legacy information through the new System.

2.17 Training

- A. The County recognizes that the involvement, understanding and commitment of its employees is critical to the successful implementation of the System. County employees will assist in all key process design and configuration issues. Contractor will prepare test equipment, training scenarios, training data files, manuals, visual aids, handouts, quick reference guides, and other materials required for the training programs. Training will be provided during hours which accommodate County employees.
- B. Contractor should provide a training program for the proposed System. The program must include user group levels, course duration, course description, any course prerequisites, and classroom technical needs. The program should include the following:

1. Training for the County’s core project implementation team to include the training necessary to understand the overall system architecture, interface configurations, data import/export capabilities, workflow configuration options, and the like;
2. Training for application administrators to include the training necessary to configure, tailor, monitor, and administer the technical and functional aspects of system;
3. Incorporates a “train-the-trainer” approach for System trainers;
4. A post-implementation training for on-going end-user training of the initial System, as well as for future version releases;
5. An on-site refresher training for system administrators, application administrators, and end-user trainers;
6. Written training manuals for each individual who is to be trained; and
7. An online educational database.

2.18 Documentation – As-Builts. Contractor shall provide as-built system documentation that reflects any tailoring or configuring changes made for the County and its agency partners, and included the following at a minimum:

- User documentation for all applications
- System documentation including administration
- Database setup and maintenance
- Configuration documentation
- Interface documentation
- Data dictionaries
- Entity relationship diagrams
- Data flow diagrams
- Report creation and maintenance
- System topology

2.19 Implementation (Incremental Phases) And Support

- A. Overview. Bidder shall, with appropriate involvement from the County employees, perform all tasks required to implement the System through incremental phases, including all phases from analysis design, configuration, data migration, construction of interfaces where required, implementation, testing/verification, training, and maintenance. Some of the key tasks are as identified in this section.
- B. Update Implementation Plan. Bidder will revise the Implementation Plan (including a revised schedule and detailed task plan) in conjunction with the County’s project team.
- C. Refine Database(s) Configuration. Bidder shall work in conjunction with the County’s project team to refine the database(s) configuration (e.g., code tables, workflow).
- D. Install Client Software. Bidder will install, configure, test, and validate all applicable database and application software on user all workstations.
- E. Prepare Operations Manual. Bidder will load the manuals appropriately for on-line reference by System users and will document the process for the County, so the County personnel can load manuals for on-line reference on an ongoing basis.

2.20 Project Management

- A. Bidder will be responsible for applying project management methodologies for project planning, resource management, project monitoring, production control, configuration management, quality assurance, test plan, conversion plan, training, implementation methodology, post-implementation support, and documentation (e.g., work plan, configuration

management, requirements, fit gap analysis, general and detailed system design, test plan, training plan, system and application manuals). Bidder is to provide a project manager who, along with the County's project manager, will be responsible for coordinating (a) project plan development and implementation, project status reporting and any sub-contractor work; (b) System changes and modifications requested to the project plan; and (c) all technical, educational, documentation and support services.

- B. During the project, until final system acceptance, Bidder's project manager will be required to work cooperatively with the County's project manager and to participate in weekly project status conference calls, monthly status meetings and submit monthly status reports, which include progress updates, milestones attained, resources expended, problems encountered, and corrective action taken.

2.21 System And Data Security

- A. Bidder represents and warrants that Bidder will provide and maintain during the Contract term System security and access controls sufficient to comply with all Laws and the current FBI Criminal Justice Information Services Security Policy (CJIS). Bidder and its Personnel further represent and warrant that it's collection, access, use, storage, disposal, and disclosure of Data and Confidential Information does and will comply with all applicable Laws during the Contract term. Bidder and its Personnel shall not mine or otherwise process Data for any purpose not explicitly authorized in the Contract. Bidder may process or analyze data as necessary for ongoing and routine performance monitoring to ensure continuity of service and/or to project future dynamic provisioning requirements. Bidder further represents and warrants that it conducts regular audits of the CMS and associated systems to monitor for unauthorized access and access attempts, conducts regularly scheduled penetration tests, maintains a sufficient firewall to prevent unauthorized access to the CMS and associated systems.
- B. Bidder shall maintain the integrity of Data through physical or logical separation between the storage and services provided to the County, and storage and services provided to other persons or entities that are not explicitly authorized to share County Data or the data of agency partners as provided in the Contract. County Data and the data of the agency partners may not be commingled with non-County Data in servers utilized for the System or modified in any way that compromises the integrity of the data, unless other provided in the Contract.
- C. The Contractor must maintain records of access to Data sufficient to allow the County to establish a clear and precise chain of custody for all Data. Bidder shall notify the County if and when it changes the physical location in which Data is stored.
- D. Describe the System's logging and audit functions, specifically how they are used to maintain system integrity and security compliance. Describe how chain-of-custody records are maintained, particularly with respect to digital assets (e.g. changing file format from one to another). Describe how historical information about changes made to a record are collected, maintained, searched, and reported.
- E. Without limiting Contractor's obligations in this Contract, Contractor shall implement administrative, physical, and technical safeguards to the data of the County and its agency partners that are no less rigorous than legal and regulatory requirements, including CJIS, and accepted industry practices, such as Advanced Authentication practices for two factor

authentication, and/or other applicable industry standards for information security. Contractor shall ensure that all such safeguards, including the manner in which Data and Personal Information is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Contract.

- F. Bidder shall provide a Certificate of Proof of Cybersecurity issued or approved by a duly authorized organization with appropriate credentials to verify the technical and operational capabilities and practices of Bidder.
- G. Describe all security standards and/or certifications Bidder and system maintains. Include each specific security standard and level of each, if applicable, that the System and associated data storage systems and services are in compliance with. Describe how Bidder achieves and maintains compliance with the security standards on an ongoing basis. Describe your encryption, login, auditing, and penetration testing and security features and standards. Additionally:
 - 1. Provide a copy of Bidder's disaster response/business continuity plans and timelines for restoration and recovery;
 - 2. Identify who is responsible for identifying and addressing vulnerabilities in the network and system components; and
 - 3. Identify the access Bidder's personnel have to the System's sensitive data.
 - 4. Describe Bidder's approach in securing data from unintentional deletion and to accomplish intentional purging of data meeting retention requirements.

2.22 Support And Ongoing Maintenance

- A. The Bidder is required to provide a support model that clearly delineates the specific roles and responsibilities of the Bidder and the County, and include the following:
 - 1. Describe the trouble identification support and reporting process and how issues are tracked from report to resolution, including clear severity level definitions; guaranteed response times for each severity level; clear contact and escalation procedures; reporting requirements, procedures and the role of the County and associated costs.
 - 2. Response should include Bidder's average time to resolve issues and first-call resolution percentage.
 - 3. Describe the specific roles, responsibilities and skills required of the County and the expected level of interaction between the County and the Bidder for support issues. Bidder should describe its proposed Service Level Agreement (SLA) metrics and how SLA's are measured and reported. Bidder should describe how problem resolution and root cause are documented by Bidder and validated by the County.
 - 4. Bidder is required to provide a support model that includes a mechanism for planning for and controlling costs related to necessary future system enhancements, upgrades, bug fixes or changes that may be required due to changing operational conditions and associated

costs, warranties, and other requirements of the County. This should include a plan for changes to the system that may be required after implementation. Bidder should describe how new system capabilities or enhancements can be provided as part of the support agreement.

5. In the event of enhancements or upgrades, describe Bidder's commitment to continuing to provide maintenance to the County should the County elect to retain a previous release. How long will Bidder continue to provide maintenance for prior a release? Does Bidder preserve agency customizations to the System during the enhancement process free of charge? Describe the process for customers to influence product enhancements.

2.23. Source Code

- A. The County's ability to adequately utilize Bidder's Software will be materially jeopardized if Bidder fails to maintain or support such Bidder's software unless complete Source Code for the Software and related Documentation is made available to County for County's use in satisfying County's maintenance and support requirements. Therefore, Bidder agrees that if an "Event of Default" occurs, then Bidder shall promptly provide to County one copy of the most current version of the Source Code for the affected Software and associated Documentation in accordance with the following: (1) An Event of Default shall be deemed to have occurred if Bidder: a) ceases to market or make available maintenance or support Services for the Software during a period in which County is entitled to receive or to purchase, or is receiving or purchasing, such maintenance and support and Bidder has not promptly cured such failure despite County's demand that Bidder make available or perform such maintenance and support; b) becomes insolvent, executes an assignment for the benefit of creditors, or becomes subject to bankruptcy or receivership proceedings; c) ceases business operations generally or d) has transferred all or substantially all of its assets or obligations set forth in the Contract to a third party which has not assumed all of the obligations of Bidder set forth in the Contract.
- B. Bidder will promptly and continuously update and supplement the Source Code as necessary with all Corrections, Improvements, Updates, releases, or other changes developed for the Bidder Software and Documentation. Such Source Code shall be in a form suitable for reproduction, and use by computer and photocopy equipment, and shall consist of a full source language statement of the program or programs comprising the Bidder Software and complete program maintenance documentation which comprise the pre-coding detail design specifications, and all other material necessary to allow a reasonably skilled programmer or analyst to maintain and enhance the Bidder Software without the assistance of Bidder or reference to any other materials.
- C. The governing License for the Bidder Software shall include the right to use Source Code received under this Section as necessary to modify, maintain, and update the Bidder Software.
- D. Upon request by County, Bidder will deposit in escrow with an escrow agent acceptable to County and pursuant to a mutually acceptable escrow agreement supplemental to the Contract, a copy of the Escrow Materials which corresponds to the most current version of the Bidder Software in use by County. Bidder shall pay all fees of the escrow agent for services provided. If Bidder currently maintains or enters into an escrow agreement for the Source Code for the Bidder Software for the benefit of other customers of Bidder, then Bidder shall provide to County a current copy of such escrow agreement within ten (10) days of County's request and if such existing escrow agreement is acceptable to County, Bidder shall include County as a

third-party beneficiary of such escrow agreement at no charge to County. In such case, the existing escrow agreement shall be considered a supplemental agreement to the Contract. If such existing escrow agreement is not acceptable to County, and County and Bidder elect not to enter into a separate escrow agreement, County and Bidder shall enter into an amendment to such existing escrow agreement which provides mutually acceptable terms and conditions; at a minimum, such terms and conditions shall allow County to conduct an audit of, or shall require that the escrow agent conduct an audit of, the copy of Escrow Materials in escrow to ensure that such copy meets the requirements established in this Section. Bidder's entry into, or failure to enter into, an agreement with an escrow agent or to deposit the described materials in escrow shall not relieve Bidder of its obligations to County described in this Section.

- E. If, as a result of an Event of Default, Bidder fails to provide required support Services, then any periodic license fee which County is required to pay under the Contract for Bidder Software shall be reduced to reflect such lack of support Services. At such time as Bidder commences offering the support Services described in the Contract for Bidder Software, County may obtain such support Services as provided for elsewhere in the Contract.

2.24. Account Manager/Support Staff

- A. Bidder will provide a dedicated competent account manager who shall be responsible for the County account/contract. The account manager shall receive all orders from the County and shall be the primary contact for all issues regarding Bidder's response to this RFP and any contract which may arise pursuant to this RFP and resulting Contract. The account manager should be familiar with County requirements and standards and work with the County to ensure compliance.
- B. Bidder will provide adequate, competent support staff that shall be able to service the County during normal working hours, Monday through Friday. The account manager should be knowledgeable about the contract, products offered and able to identify and resolve quickly any issues including but not limited to order and invoicing problems.

2.25 General Staff Requirements

- A. Bidder must submit the names, dates of birth, and fingerprints of any persons assigned to the County's engagement so that PAO may conduct a background check prior to any onsite visits and/or access to County databases or interfaces
- B. While at County facilities, Bidder's personnel shall conduct themselves in a businesslike professional manner, treat employees courteously, and comply with reasonably safety practices, adhere to no-smoking ordinances, and the County's drug-free workplace policy. The County has the right to request the removal of any Contractor employee or subcontractor who does not properly conduct himself/herself/itself or perform quality work.
- C. If during the Contract term, the County determines in good faith that the continued assignment to the Contract of any Contractor's personnel (including Contractor's key personnel) is not in the best interests of the County, the parties will attempt to resolve the County's concerns on a mutually agreeable basis. If the parties are unable to resolve the County's concerns within ten (10) business days, the Contractor will remove that person from the position and shall timely propose to the County the assignment of another individual of suitable ability and qualifications.

- D. With respect to all other Contractor's Personnel, Contractor will use its diligent efforts to ensure the continuity of its assigned suitable and qualified personnel performing services under the Contract. The Contractor shall not transfer, reassign, or remove key personnel (except as a result of voluntary resignation, involuntary termination for cause, illness, disability, or death) during the specified period in the Scope of Work without the County's prior approval, which it may withhold in its sole discretion.
- E. OSHA/WISHA. The Contractor actor shall comply with the conditions of the Federal Occupational Safety and Health Act of 1970 (OSHA), the Washington Industrial Safety and Health act of 1973 (WISHA), and the standards and regulations issued thereunder and certifies that all items furnished or purchased under the Contract will conform to and comply with said standards and regulations. The Contractor further agrees to indemnify and hold harmless the County from all damages assessed against the County as a result of the Contractor's failure to comply with these acts and the standards issued thereunder and for the failure of the items furnished under the Contract to so comply.

2.26 System Use And Licensing

- A. Bidder is to provide a licensing model that is predictable, understandable, and easy to manage as user adoption increases over time. Bidder should describe the licensing model/structure and how the System is licensed taking into consideration all users. Bidder should clearly identify for every component/module in the System, the license type (user, concurrent, view only users, etc.), and describe how license counts are determined and managed.
- B. Bidder is to provide a licensing model that allows for incremental use and growth in the number of users and System capabilities over time.
- C. For the purpose of initial pricing, Bidder is required to provide licensing cost estimates for the fully implemented System as described in Bidder's Proposal.
- D. Describe view only licenses. Is a license required? What is the cost? Can view only privileged be provided to outside departments such as the prosecutor's office? Can documents be printed from a view only license? What are the limitations, if any?

2.27 Cost Proposal

- A. Fixed Price. Bidder shall provide a firm fixed price for all of the System components as requested in the RFP including the hardware, software, data conversion, maintenance, and all professional services. The price(s) quoted in the cost proposal shall be the total cost the County will pay for the entire System, functionality, and all Services as identified in the RFP including all charges in U.S. dollars. When applicable, the tax rate and amount shall be identified. Bidders shall include a quote of time and materials and schedule of fees for additional work outside the scope of work requested. All pricing as quoted will remain firm for the initial term of any Contract awarded as a result of this RFP.
- B. Line Items. All costs must be listed separately, clearly identified and un-bundled. Identify all modules included in the base price. Proposals that do not detail the composition of specific costs or that summarize costs without sufficient detail may be considered unresponsive. Bidder may attach additional pages to the Proposal if necessary.

- C. No Hidden Costs. Bidder's costs must include all costs required to deliver the entire System and functionality requested in the RFP. All options must be clearly identified as options and priced separately. The Proposal must identify that all costs related to the delivery of the entire System, functionality, and all Services to be provided in compliance with the requirements of this RFP have been included and are clearly disclosed and that no additional fees or charges will be incurred by the County other than those described in the Proposal submitted. All prices are to be F.O.B. destination. Any freight/delivery charges are to be included.
- D. Price Increase/Decrease. Unless otherwise stated, Bidder agrees that in the event of a price decline, the benefit of such lower price shall be extended to the County and its agency partners. Any price increases or decreases for subsequent contract terms may be negotiated between Contractor and County only after completion of the initial term.
- E. Errors or Omissions. Bidder is responsible for any errors or omissions from the cost Proposal. Should the Contractor fail to include in the cost or to deliver to the County and its agency partners any component necessary to complete the entire System as proposed, the Contractor is required to provide same at Contractor's own expense at no additional cost to the County and its agency partners.
- F. Incentives. The Cost proposal shall include any and all payment incentives available to the County.
- G. Cost Proposal – Software. Bidder will provide line-item detail for all software items required including all costs for customization, interfaces, or any other custom development that is required to meet the requirements of the RFP. This section must fully represent total cost of ownership, including one-time acquisition cost plus ongoing annual maintenance or service cost, per year, for a minimum of five (5) years.
- H. Bidder will provide line-item detail for all required System application software for which the Contractor is the primary developer and/or licensor. This includes both server and end-user device software (e.g. workstation, mobile computer, handheld, smartphone.)
- I. Bidder will provide line-item detail for all required third-party software for which another company, other than the Bidder, is the primary developer and/or licensor, but which the Bidder provides and relies upon for its proposed solution. This includes server operating system, database, application servers, data or reporting tools and any other required software components.
- J. Identify if Bidder can limit, use, and/or add modules specific to the individual needs of the County and its agency partners and all associated costs.
- K. Identify all hourly rates and associated costs in the event of an increase in production costs due to later add-ons and post-implementation customization.

END OF SCOPE OF WORK