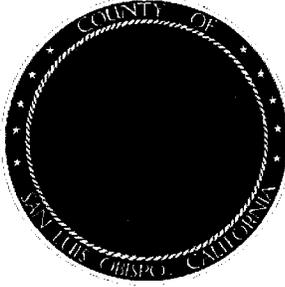


**COUNTY OF SAN LUIS OBISPO BOARD OF SUPERVISORS  
AGENDA ITEM TRANSMITTAL**

(1) DEPARTMENT Information Technology		(2) MEETING DATE August 22, 2006		(3) CONTACT/PHONE Janette Pell (805) 781-5051	
(4) SUBJECT Request to Approve a Contract with Magenic Technologies, INC. for the implementation of a Criminal Justice Information System (CJIS); and approve a corresponding budget adjustment to allocate funds from various fund centers to the Countywide Automation Replacement Fund Center (FC) 266.					
(5) SUMMARY OF REQUEST Approve a contract and budget adjustments to fund the implementation of a Criminal Justice Information System (CJIS), a set of technologies and services necessary to serve as the foundation and facilitator of data sharing among new automated law and justice business systems.					
(6) RECOMMENDED ACTION It is recommended that the Board:					
<ol style="list-style-type: none"> <li>1. Approve the contract with Magenics Technologies, Inc. for Services the contracted amount not to exceed \$1,019,960;</li> <li>2. Approve a budget adjustment to:             <ol style="list-style-type: none"> <li>a. Allocate \$40,000 from FC 132-District Attorney to Countywide Automation Replacement FC 266;</li> <li>b. Allocate \$40,000 from FC 139-Probation Department to Countywide Automation Replacement FC 266;</li> <li>c. Allocate \$1,409,600 from Automation Replacement Reserves to Countywide Automation Replacement FC 266;</li> </ol> </li> <li>3. Amend the fixed asset listing in Fund Center 266-Countywide Automation Replacement to purchase server hardware in the amount of \$125,515.</li> </ol>					
(7) FUNDING SOURCE(S) Fund Centers 132, 139 and 120 as noted above		(8) CURRENT YEAR COST \$1,639,602 (Multi-year project)		(9) ANNUAL COST Maintenance \$148,750 (Multiple Departments)	
(10) BUDGETED? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> N/A Part of the funding is budgeted					
(11) OTHER AGENCY/ADVISORY GROUP INVOLVEMENT (LIST): District Attorney, Sheriff, Probation, Superior Court, Administrative Office, Information Technology and members of the County's Information Technology Executive Steering Committee (IT-ESC).					
(12) WILL REQUEST REQUIRE ADDITIONAL STAFF? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, How Many? _____ <input type="checkbox"/> Permanent _____ <input type="checkbox"/> Limited Term _____ <input type="checkbox"/> Contract _____ <input type="checkbox"/> Temporary Help _____					
(13) SUPERVISOR DISTRICT(S) <input type="checkbox"/> 1st, <input type="checkbox"/> 2nd, <input type="checkbox"/> 3rd, <input type="checkbox"/> 4th, <input type="checkbox"/> 5th, <input checked="" type="checkbox"/> All			(14) LOCATION MAP <input type="checkbox"/> Attached <input checked="" type="checkbox"/> N/A		(15) Maddy Act Appointments Signed-off by Clerk of the Board
(16) AGENDA PLACEMENT <input type="checkbox"/> Consent <input type="checkbox"/> Hearing (Time Est. _____) <input checked="" type="checkbox"/> Presentation <input type="checkbox"/> Board Business (Time Est. _____)			(17) EXECUTED DOCUMENTS <input type="checkbox"/> Resolutions (Orig + 4 copies) <input checked="" type="checkbox"/> Contracts (Orig + 4 copies) <input type="checkbox"/> Ordinances (Orig + 4 copies) <input type="checkbox"/> N/A		
(18) NEED EXTRA EXECUTED COPIES? <input type="checkbox"/> Number: _____ <input type="checkbox"/> Attached <input checked="" type="checkbox"/> N/A			(19) APPROPRIATION TRANSFER REQUIRED? <input type="checkbox"/> Submitted <input checked="" type="checkbox"/> 4/5th's Vote Required <input type="checkbox"/> N/A		
(20) OUTLINE AGREEMENT REQUISITION NUMBER (OAR) 19000271			(21) W-9 <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes		(22) Agenda Item History <input type="checkbox"/> N/A    Date March 15, 2005
(23) ADMINISTRATIVE OFFICE REVIEW <p align="center" style="font-size: 2em;">OK    JG</p>					

8-22-06  
B-26



COUNTY OF SAN LUIS OBISPO  
**Technology Policy Committee**

**Law and Justice Community of Interest**

*Executive Members – Patrick Hedges, Sheriff ♦ Gerald Shea, District Attorney*

*♦ Kim Barrett, Chief Probation Officer*

*Chairperson – Myron Nalepa, Assistant Chief Probation Officer*

**TO:** BOARD OF SUPERVISORS

**FROM:** TECHNOLOGY POLICY COMMITTEE (LAW AND JUSTICE)

Executive Members –

Patrick Hedges, Sheriff

Gerald Shea, District Attorney

Kim Barrett, Chief Probation Officer

**BY:** Janette Pell, Chief Information Officer

**DATE:** August 22, 2006

**SUBJECT:** REQUEST TO APPROVE A CONTRACT WITH MAGENIC TECHNOLOGIES, INC. FOR THE IMPLEMENTATION OF A CRIMINAL JUSTICE INFORMATION SYSTEM (CJIS); AND APPROVE A CORRESPONDING BUDGET ADJUSTMENT TO ALLOCATE FUNDS FROM VARIOUS FUND CENTERS TO THE COUNTYWIDE AUTOMATION REPLACEMENT FUND 266

**RECOMMENDATION**

It is recommended that the Board of Supervisors approve the implementation of a new Criminal Justice Information System (CJIS) by:

1. Approving the attached contract with Magenic Technologies, Inc. for Services for the contracted amount not to exceed \$1,019,960
2. Approving a budget adjustment to:
  - a. Allocate \$40,000 from Fund Center 132-District Attorney to Countywide Automation Replacement Fund 266
  - b. Allocate \$40,000 from Fund Center 139-Probation Department to Countywide Automation Replacement Fund 266
  - c. Allocate \$1,409,600 from Automation Replacement Reserves to Countywide Automation Replacement Fund 266
3. Amend the fixed asset listing in Fund Center 266-Countywide Automation Replacement to purchase-server hardware in the amount of \$125,515

B-26  
2

## **DISCUSSION**

### **Background**

On March 15, 2005, your Board approved in concept the acquisition and implementation of a Criminal Justice Information System (CJIS). This project will acquire the technologies and services necessary for the development and implementation of a CJIS solution which will serve as the foundation and facilitator of data sharing among new automated law and justice business systems. Initial funding for the Request For Proposals (RFP) process in the amount of \$269,000 was provided by the Sheriff's Department in fiscal year 2004/05 and was placed into Fund Center 266, Countywide Automation Replacement Fund.

The concept of migrating from the centralized mainframe system to a CJIS solution was formalized during the development of the County's Information Technology Strategic Plan (ITSP), approved by your Board on May 14, 2002. The ITSP also identified the integration of criminal justice systems as one of the technology projects recommended for implementation by the County.

A Selection Committee was formed that included representatives from the Sheriff, District Attorney, Probation, Information Technology Departments and the Superior Court of San Luis Obispo County. The Selection Committee published a RFP for a CJIS solution that was sent to 32 vendors on September 26, 2005. Ten (10) proposals were received by the due date. Using the selection criteria that they had established, the Selection Committee reviewed the proposals and short-listed the top 5 vendors. The top five vendors were invited to conduct demonstrations and to participate in a formal proof of concept. After considering all criteria, Magenic was the preferred vendor.

### **Project Description**

This project is necessary because historically the Sheriff, District Attorney, and Probation Departments in cooperation with the Superior Court of San Luis Obispo County (law and justice community) have been able to share criminal justice data by using mainframe computer based programs and databases to meet their mission of public safety. Current older mainframe applications cannot efficiently and effectively maintain the present level of criminal information sharing given the advanced computer systems that are currently planned for implementation by the law and justice agencies unless a CJIS middleware and portal solution is purchased and implemented. Middleware is a term that refers to a combination of hardware, software, and professional services that are dedicated to the efficient movement, management, and display of data to and from dissimilar computing environments.

The planned CJIS solution will offer greater functionality and flexibility than currently experienced for each agency, yet it requires the agencies to organize their automation efforts in cooperation with each other to insure they maximize the efficient and appropriate sharing of data. The CJIS solution is fundamental to maintaining and

B-263

improving the law and justice community's current and future criminal justice data sharing ability. In addition to the County law and justice agencies and the Courts, this middleware solution has the ability to provide municipal police departments and State and Federal agencies the opportunity to share information.

Each law and justice agency is in the process of replacing or enhancing their existing automated business systems, each of which must be integrated and/or interfaced to the other. The Sheriff has already purchased and has implemented a new jail management and records management system that runs separately from the existing mainframe computer. Probation is examining non-mainframe based applications that will assist in faster more accurate client records management. The District Attorney is examining non-mainframe based case management systems that meet their requirements. The State Administrative Office of the Court is requiring local Courts to implement a new case management system that is not mainframe based.

The contract with Magenic has been written to ensure that the County builds a cost-effective and timely solution in collaboration with ITD. This solution will be flexible and easy to expand, anticipating the County's future integration demands. Additionally the contract provides for mentoring and knowledge transfer to empower San Luis Obispo's information technology team to support and extend the solution in the future. During the FY06/07 budget preparation, ITD identified existing staff to allocate to this project. In the end, this strategy will save the County money by not having to rely on external contractors. The Contract includes a timeline that will allow ITD staff to begin taking a lead position on this project as soon as February 2007 with assistance from Magenic.

### **OTHER AGENCY INVOLVEMENT**

The following agencies have been involved in the evaluation process and are in support of this recommendation: District Attorney, Sheriff, Probation, Superior Court, Administrative Office, and Information Technology. This project and request for funding has been reviewed by and is supported by the County's Information Technology Executive Steering Committee (IT-ESC).

### **FINANCIAL CONSIDERATIONS**

It is expected that this project implementation will cost \$1,639,602. Funding sources for this project include the Sheriff, District Attorney, and Probation departments as well as the Automation Reserves. Funds are anticipated to be used as one-time capital costs according to the following categories:

B-26  
4

**CJIS Project Costs:**

Magenic Contract: Fixed Price Professional Services Timeblock Deliverables	\$594,960 \$425,000	
TOTAL Magenic Contract:		\$1,019,960
Fixed Assets Hardware		\$125,515
LearnIT Training Services		\$24,912
Microsoft Software		\$121,147
Court Data Exchanges		\$50,000
San Luis Obispo County Costs which include workstations, Verisign certification, and associated expenses		\$24,801
Twenty Percent Contingency (being budgeted to cover unanticipated expenses that may arise, but is not planned on being used)		\$273,267
<b>TOTAL PROJECT COSTS REQUIRING BOARD APPROVAL:</b>		<b>\$1,639,602</b>

**Project Funding Sources**

Current CJIS Project Balance	\$150,002
District Attorney	\$40,000
Probation	\$40,000
Automation Reserve	\$1,409,600

13-26  
5

Ongoing costs to maintain and enhance the new CJIS environment will become part of the participating agencies annual operational budgets based on an agreed upon cost sharing model. The County Law and Justice Departments will continue to pursue funding in the future to offset the CJIS capital and operation costs to the County. The anticipated annual maintenance costs are estimated at \$148,750 total for all departments.

## **RESULTS**

### Countywide Result: Safe Community

The investment in this CJIS project will ensure that each law and justice agency is able to maintain and improve its current level of service to each other and meet the shared mission of public safety while establishing a technology foundation upon which to provide an increasing level of service while controlling labor costs. The requested investment will avoid additional per year labor cost and provide the following additional results:

- Implementation of a modern technical platform for the exchange of criminal justice data
- Replacement of current mainframe functionality to a new and modern environment such that existing levels of public service are maintained and improved by adding new functionality
- Expanded inquiry access to criminal justice information helping to improve law enforcement communications
- Increased ability to adapt to changing needs through the implementation of a flexible, scaleable, and adaptable technology for the exchange of criminal justice data
- Increase in the amount, accuracy, and completeness of data provided to law enforcement through the efficient, timely, and secure exchange and display of criminal justice data

The CJIS solution is fundamental to maintaining and improving the law and justice community's current and future criminal justice needs and is critical in our ability to meet our shared mission of providing a Safe Community.

B-26  
6

# CONTRACT

FOR

## INFORMATION TECHNOLOGY SOLUTION

THIS CONTRACT FOR INFORMATION TECHNOLOGY SOLUTION (this "Contract") is made and entered into by and between the County of San Luis Obispo ("County"), a public entity in the State of California, and Magenic Technologies, Inc., a Minnesota Corporation ("Vendor" or "Contractor").

WITNESSETH:

**WHEREAS**, County is in need of certain special computer software licenses, computing systems hardware and components, maintenance and support services, training services, and professional consulting services;

**WHEREAS**, the County circulated a Request for Proposal (RFP #902) for development of an integration infrastructure, software, and business practices for individual agencies operating independent business applications in order to easily maintain the sharing of information within the local Law and Justice community. Further, the County seeks an enterprise-wide enterprise application integration solution that will allow expanded use, beyond the Law and Justice community, in the future.

**WHEREAS**, Contractor submitted a proposal in response to RFP #902 and represents that it can will serve as the prime contractor, coordinating the delivery of services, and abiding by the terms and conditions stated in the RFP.

**WHEREAS**, Contractor has the certain special computer software, the right to issue a license for the software and has qualified staff who are trained, experienced, expert and competent to provide special maintenance, support, training and professional consulting services for the appropriate fees and the terms and conditions hereinafter set forth;

**WHEREAS**, Contractor has the right to resell specified third party products identified herein;

**WHEREAS**, Contractor has different skills and products than can be produced by County civil service;

**WHEREAS**, in accordance with Government Code 31000 special administrative services may be contracted; and

**WHEREAS**, the purpose of this Contract is to provide a comprehensive information technology solution for County departments, a special administrative service;

**NOW THEREFORE**, in consideration of the covenants, conditions, agreements, and stipulations set forth herein, the parties hereby agree as follows:

1. Scope of Work. Contractor agrees to provide to County and perform for County the services set forth in Exhibit A (Statement of Work) which is attached hereto (the "Services"), all pursuant to the terms and conditions hereinafter set forth.

B-26  
7

2. Compensation. County will compensate Contractor for performing the Deliverable Based Fix Fee Services in accordance with the payment schedule set forth in Table 9 of Exhibit B which is attached hereto. County will compensate Contractor for performing the Timeblock Deliverables Services in accordance with the fee schedule which is attached hereto as Exhibit B -1. Said fees shall remain in effect for the entire duration of this Contract.
3. Effective Date and Duration. This Contract shall be effective as of the date of the signature of County (the "Effective Date"). County shall be the last to sign this Contract. Services shall commence on or after the Effective Date and shall end at 11:59 p.m. PST on, December 31, 2007
4. General Conditions. Contractor and County shall comply with all provisions of County's General Conditions, a copy of which is attached hereto as Exhibit C .
5. Special Conditions. Contractor and County shall comply with all provisions of County's Special Conditions, a copy which is attached hereto as Exhibit D. In the event of conflicts between the provisions of the General Conditions and the Special Conditions, the provisions of the Special Conditions shall be controlling.
6. Exhibits. The Exhibits attached to this Contract are incorporated herein by reference and made a part thereof.
7. Notices. Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by certified or registered mail to County at:

To the County  
Janette D. Pell, Chief Information Officer  
Information Technology Department  
County Government Center, Room 400  
San Luis Obispo, CA 93408

To the Contractor  
Sandy White  
General Manager, Western Region  
Magenic Technologies, Inc.  
4150 Olson Memorial Highway Suite 400  
Golden Valley, MN 55422

Service of the notice by mail is deemed made upon deposit of the notice in an envelope for collection and mailing with the United States Postal Service where it would be deposited in the United States mail that same day.

B-26  
8

Contract for Information Technology Solution

IN WITNESS WHEREOF, County and Contractor have executed this Contract on the day and year as stated below.

**CONTRACTOR:**

Magenic Technologies, Inc.

A Minnesota Corporation

By: Sandy White  
Sandy White  
General Manager, Western Region

8/11/06  
Date

**NOTARIZATION**

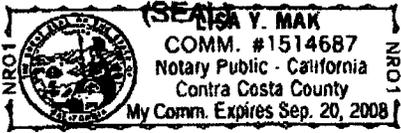
STATE OF California )  
 ) SS.

COUNTY OF Contra Costa )

On 8-11-06 before me, (here insert name and title of the officer), personally appeared SANDY DARROL WHITE, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Lisa Y. Mak  
Notary Public  
My Commission Expires: 9/20/08



**COUNTY:**  
COUNTY OF SAN LUIS OBISPO  
A Public Entity in the State of California

B-26  
9

COUNTY COUNSEL:

Approved as to form and legal effect.

JAMES B. LINDHOLM, Jr.  
County Counsel

By: Shannon G. Matusewicz 8/11/06  
Deputy County Counsel Date

**COUNTY OF SAN LUIS OBISPO**

A Public Entity in the State of California

By: \_\_\_\_\_ Date \_\_\_\_\_  
Chair, Board of Supervisors

ATTEST:

By: \_\_\_\_\_ Date \_\_\_\_\_  
County Clerk and Ex-Officio Clerk  
of the Board of Supervisors

13-26  
10

**EXHIBIT A**  
**STATEMENT OF WORK**

**1 Introduction**

The County of San Luis Obispo (“County”) has initiated this Criminal Justice Information Systems (CJIS) project in support of its County-wide migration toward a distributed computing environment. Within the current mainframe environment, the local Law and Justice community experiences a high level of data integration and data query capability across agency boundaries.

**1.1 Problem Definition**

In order to maintain the high level of integration and service currently experienced, the law and justice community must implement the hardware and software required to easily enable information sharing across the existing and future distributed business application environment. There exists today a need for secure information exchange between the four independent County agencies and their respective systems of:

- Superior Court of the State of California in and for County (“Court”) Case Management System (CCMS) via interfaces that are exposed through a managed, third-party, message-oriented middleware system known as the Court’s TIBCO-based “Integration Services Backbone” (ISB).
- District Attorney’s Office (“DA”) Case Management System currently residing on the County’s mainframe and running on IBM VM and DB2.
- Probation Department (“Probation”) Case Management System currently residing on the County’s mainframe and running on IBM VM and DB2.
- Sheriff’s Department (“Sheriff”) Jail Management System and Records Management System currently residing at the Sheriff’s Data Center and running on Microsoft servers and databases.

**1.2 Project Goals**

The San Luis Obispo County Law and Justice community has identified the following goals for this project.

- Improve public safety and the administration of criminal justice throughout the County by providing a robust, automated solution on a proven set of products and expertise, eliminating manual, error prone processes.
- Improve efficiency of data collection distribution through a reusable, extensible process, leveraging existing models and standards, including GJXDM, which will provide timely and accurate information to users of all participating Justice Systems – internally and externally.
- Ensure data ownership and responsibility by maintaining source system autonomy and explicitly documenting and automating information flow between Justice Systems, providing full accountability at every step.

B-24

11

- Improve data reporting and analysis capabilities while facilitating regulatory compliance through BizTalk's comprehensive Tracking, Auditing, Business Activity Monitoring features utilizing SQL Server Analysis Services and SQL Server Reporting Services.
- Ease the ongoing transition from the mainframe to a distributed computing environment, by using a BizTalk Distributed Enterprise Service Bus as a layer of abstraction between system end points, providing the flexibility to swap endpoints without changing the underlying business process and rules.
- Build a cost effective and timely solution in collaboration with the County Information Technology team that is flexible and easy to expand in accord with the County's future integration demands.
- Provide mentoring and knowledge transfer to empower San Luis Obispo's information technology team to support and extend the solution in the future.

## 2 Assumptions

### 2.1 Solution

- 2.1.1 County's expectation of Contractor is for Contractor to emphasize knowledge transfer to County staff while actively participating in the Envisioning, Requirements and Design, Construction, and Stabilization of the CJIS computing environment, portal, and data exchanges.
- 2.1.2 Contractor will be responsible for the deliverables and the work that is directly assigned to it through this Statement of Work.
- 2.1.3 The CJIS HUB will be architected such that a BizTalk Server 2006 Enterprise Edition system will be located within the County's central data center. As an option, yet to be decided by the County's Sheriff Department, a BizTalk Server 2006 Standard Edition system may be located at the Sheriff's data center. The CJIS Hub will be configured such that Sheriff Department owned data will be exchanged in a secured manner between appropriate databases. It is understood that an implementation of the optional BizTalk Server 2006 Standard Edition within the Sheriff Department will not support high-availability.
- 2.1.4 The Sheriff has yet to determine whether they will purchase the necessary hardware, software, and services required to implement the BizTalk Server 2006 Standard Edition license provided for by this project.
- 2.1.5 The automated exchanges solution is expected to process a minimum of 2200 data exchanges per day 365 days per year.
- 2.1.6 The solution will run on and utilize the latest versions of a Microsoft Server 2003 computing environment, the .Net 2.0 framework and will utilize Microsoft SQL Server 2005 databases.
- 2.1.7 County will maintain its current legacy systems through conversion to the new system. This will include the transition period during the stabilization phase. Contractor will have no role or responsibility related to maintaining County's current legacy systems.
- 2.1.8 Contractor will develop a solution based on the County's acceptance of Contractor provided envisioning, requirements, and design documentation. In the event that after County Acceptance of the aforementioned documentation the requirements are incomplete or inaccurate, County

and Contractor will negotiate a change order, which shall be in writing, that may include a change in cost, schedule, or performance.

- 2.1.9 This is a custom development project and as such there is no existing end-user training documentation. Any required documentation, as determined by County, will be created as part of the project. To the extent County determines it requires end-user training documentation, Contractor agrees to create said documentation. Such work shall be charged under the Timeblock Deliverables (Section 2.2 of Exhibit B) via the Change Control Process, as delineated in Section 8 of Exhibit A.
- 2.1.10 County is expected to provide to Contractor, upon the Effective Date, exchange documentation for each Court specific exchange that includes (1) activity diagram, (2) use case, (3) schema/sub-schema, and (4) data map between schemas and County Mainframe databases.
- 2.1.11 County is responsible to maintain and enhance the CJIS environment upon completion of the scope of work specified herein.
- 2.1.12 County anticipates Contractor will at the start of the project immediately commence design, development, and construction of the two Reference Exchanges referred to in Sections 5.4.1 and 5.4.2 for a proof of concept test as described in Section 5.4.2.

## **2.2 Project Team**

- 2.2.1 Contractor shall produce the deliverables specified in Section 5 (Contractor Deliverables) of Exhibit A to this Contract. However, during the production of the deliverables the Contractor and County will work as a collaborative team. This will ensure knowledge transfer from Contractor to County staff in support of the County's objective to maintain and enhance the CJIS solution once deployed.
- 2.2.2 The County Information Technology Department shall provide dedicated but not necessarily full-time staff that will be responsible to perform the roles specified in Section 10 (County Responsibilities) of Exhibit A to this Contract.
- 2.2.3 County and Contractor shall assign team members to the defined roles and responsibilities as described in Section 4 (Contractor Responsibilities) and Section 10 (County Responsibilities) of Exhibit A. Notwithstanding, the parties agree that a single person may serve in multiple roles and have concurrent responsibilities.
- 2.2.4 County and Contractor shall provide project team members who are experienced in their respective disciplines and have a solid understanding of the agency's organization where applicable.
- 2.2.5 Throughout the terms of this Contract, both Contractor and County shall assess the skills for all resources attached to this project. If it is determined by either party that specific individuals are not able to competently perform the tasks, whether it is due to domain knowledge, technical skills, or availability, both Contractor and County shall engage in a good-faith escalation and resolution process in an attempt to informally resolve the issues.
- 2.2.6 County staff is responsible for data and code changes to County mainframe systems to work with the new integration project according to mutually agreed-upon requirements.

- 2.2.7 County shall assign a Project Manager, pursuant to Section 10 (County Responsibilities) of Exhibit A to this Contract, with the authority to make key project decisions and to accept/signoff or turnaround all project deliverables in a timely manner.
- 2.2.8 County shall facilitate timely access to contacts in the user community (business users) throughout the project to address any business-related questions or issues as they come up.
- 2.2.9 Contractor shall support flexible work schedules for its staff consistent with the County's work schedule policies. Contractor shall provide County with reasonable advance notice of any staffing changes and availability so that County can review and approve those changes as appropriate.
- 2.2.10 County project management shall lead and manage the Quality Assurance (QA) and User Acceptance Testing (UAT) processes. Contractor shall recommend best practice methods and processes for quality assurance and user acceptance of solution deliverables.
- 2.2.11 Within one-hundred twenty (120) calendar days after project commencement, County staff will attend the training specified by Contractor and agreed to by County pursuant to Section 11 (Training of County Staff) of Exhibit A to this Contract.
- 2.2.12 Contractor shall assign a single point of contact who is responsible for coordination amongst Contractor employees and who will act as a liaison between County and Contractor.

### **2.3 Infrastructure**

- 2.3.1 County provided work areas will be ready for occupancy and full operation on the first day of the project.
- 2.3.2 To assist in cost mitigation, Contractor shall perform work necessary for the provision of products and performance of services at both the County's and Contractor's business sites. The County acknowledges and agrees that Contractor may perform some services off-site. Contractor will not perform any off-site services that impact the security and privacy of County data.
- 2.3.3 The County has responsibility for the timely installation, configuration and network connection of all PCs required to fulfill project requirements, including providing required Active Directory accounts and VPN access to the Development Environment for off-site Contractors.
- 2.3.4 Contractor shall abide by all County Computing rules, regulations, and policies.

## **3 Completion**

- 3.1.1 If data exchange endpoint readiness (i.e., State Administrative Office of the Courts CCMSv2) cannot be achieved within the project time-line as specified in Section 6 , completion of Contractor's deliverables will be tested using appropriate stubs for project sign-off. For purposes of this project the stubs will be database tables that are structured similar to source or target production database tables and that are appropriate to store, send, or receive data according to requirements for specific exchanges. All data exchanges will have to be defined, documented, and implemented using specific stubs that match the contracts between systems.

B-24  
14

3.1.2 CJIS Hub Go Live is not dependent on the State Court's CCMS / ISB timeline and therefore the readiness of the Court's CCMS / ISB shall not be considered as part of a CJIS HUB Go Live acceptance criterion.

#### 4 Contractor Responsibilities

The Contractor shall provide staff to fill the roles listed in the following table. A single person may serve in multiple roles according to skill set and experience.

**Table 1 – Contractor Roles and Responsibilities**

Role Title	Project Role Descriptions (functional responsibility)
<p><u>Project Manager</u></p>	<p>Lead the project from the Contractor perspective maintaining project agreement.</p> <p>Coordinate Contractor resources.</p> <p>Provide weekly project status reports to the County Project Manager</p> <p>Be responsible to and assist the County Project Manager.</p> <p>Assist with determining the needs of the business users.</p> <p>Assist in project budget, scope, and schedule control.</p> <p>Serve as the key project communication and coordination role.</p> <p>Escalate Contractor issues when required.</p> <p>Facilitate change control in coordination with County Project Manager.</p> <p>Coordinate and assist County Project Manager with team reviews, project status reporting, and stakeholder communications.</p> <p>Coordinate and assist County Project Manager with issues tracking and management.</p> <p>Ensure delivery by Contractor of quality products and services.</p> <p>Assist in gathering and prioritizing functions and features requirements.</p> <p>Ensure all requirements are included in the final product.</p>
<p><u>Architect</u></p>	<p>Analyze and document business rules, workflows, procedures, and interfaces used at all levels in the organization and translate them in words, diagrams, and tables for use by the development team.</p> <p>Write the technical specification with input from other team leaders.</p> <p>Conduct technical reviews of product specification.</p> <p>Manage the Contractor's Development Team in day-to-day operations.</p> <p>Define Interface Requirements.</p> <p>Leverage other current projects.</p> <p>Monitor and communicate status to County Project Manager.</p> <p>Review key deliverables.</p> <p>Review significant issues and provide resolutions to all significant technical issues.</p> <p>Design and produce integrated performance testing solutions and documentation.</p>

B-26  
15

	<p>Conduct analysis of business practices and procedures.</p> <p>Design and produce User Interface solutions.</p> <p>Participate in usability testing.</p> <p>Deliver a quality product.</p>
<u>Data Architect</u>	<p>Provide the logical and physical design of the database schema.</p> <p>Create and maintain the database including table structures, schema design, index design, and optimization for performance, integration, backup, recovery, replication, scalability, and security.</p> <p>Develop, document, and train County employees on any stored procedures, triggers, and user-defined functions for business rules executed within the database server.</p> <p>Design and deliver all standardized reports in compliance with functional specifications.</p>
<u>BizTalk Developer</u>	<p>Participate actively in the creation and review of the functional specification.</p> <p>Work with Architect to build proof-of-concept prototypes for some of the approved messages.</p> <p>Review testing plans.</p> <p>Develop and build the product (code builds may also be performed by testing).</p> <p>Address and fix defects in a timely manner.</p> <p>Deliver a quality product.</p> <p>Work with County QA roles to verify that defects are cleaned up and can be attributed to a particular build.</p> <p>Facilitates the process of assembling, naming, compiling, and building a library of program code into the application.</p>

## 5 Contractor Deliverables

Contractor shall provide to County the deliverables as described in this section and according to the schedule as specified in Section 6, Figure 3.

The County's Project Manager will provide written certification and acceptance of each deliverable. The deliverables described in this section will be considered complete upon acceptance by the County Law/Justice Technology Policy Committee (TPC) and signed for by the County's Project Manager.

The Contractor shall facilitate and lead the effort required to produce Contractor Deliverables. The deliverables are grouped and described by project phases, as set forth below.

### 5.1 Phase: CJIS Portal Envisioning

#### Documentation

Contractor will work with County stakeholders and the County project team to document a vision and high-level requirements for the CJIS Portal and Federated Query system. The CJIS Portal shall be a

secure County-internal web application that provides CJIS query/view interfaces, reporting, and system administration functions.

Outputs from this Phase are as follows:

**5.1.1 Vision/Scope** **Documentation**

The Vision/Scope document will provide an overview of the business problems and opportunities that will be addressed by the CJIS Portal and will include the stakeholder's vision statement.

**5.1.2 Functional Overview** **Documentation**

The functional overview will provide an overview of the CJIS Portal functionality. It will identify the CJIS Portal's logical components and provide a detailed explanation of each component's functionality. The purpose of this document is to capture enough functional information about the web site to allow for more accurate CJIS Portal project duration and cost estimates.

**5.1.3 Design Goals** **Documentation**

The design goals document outlines the design goals for the CJIS Portal. It provides a first look at the design direction and covers technical constraints, fit-gap analyses, metrics for sizing and performance, technology risks and mitigation strategies, and final recommendation for a technical implementation.

**5.1.4 Project Plan** **Documentation**

This project plan will be specific to the development of the CJIS Portal web application and will provide the application development work breakdown structure and schedule including milestones and deliverables. In addition, a risk management plan will be documented for the project.

**5.2 Phase: Requirements and Design**

**5.2.1 Data Exchange Design (IEPD)** **Documentation**

As part of this deliverable, the Contractor shall facilitate and assist with the analysis and validation of business processes, documents, and schemas for the purpose of finalizing a complete set of Information Exchange Package Documentation (IEPD) for each exchange listed herein as Table 2 – List of exchanges.

The exchanges listed in Table 2 will be documented by the Superior Court's CCMS/ISB team. Contractor shall review, validate and if required augment the CCMS/ISB team documentation in collaboration with County and CCMS/ISB staff. Contractor shall document those exchanges that are not documented by the CCMS/ISB team using the County's IEPD methodology as described above.

The documentation for each exchange shall include (1) an overview (business purpose), (2) use case (business process flows), (3) domain model, (4) class diagram, (5) schemas and sub-schemas (entity and message definition), (6) technical requirements (data validation/exception handling; source/target system requirements), (7) test and conformance check list.

B-2617

The question mark in the DES column of the list of exchanges table indicates that it is not clear that the exchange has been included in the Administrative Office of the Courts Data Exchange Specification (DES).

**Table 2 –List of exchanges**

Court Liam ID	Touch Point	DES	From Court's Perspective Exchange Direction	Local Partner
F-2	Warrant Issuance	Y	Outbound	Sheriff (RMS), DA (mainframe)
F-3	Warrant Recall	Y	Outbound	Sheriff (RMS)
T-2	Warrant Certificate of Service	Y	Inbound	Sheriff (RMS)
F-5c	In-Court Charge Amendments	?	Outbound	DA (mainframe)
F-7	Direct File Complaints	?	Outbound	DA (mainframe)
T-3a	Criminal Complaint & Amendments	?	Inbound	DA (mainframe)
T-3b	Information & Amendments	Y	Inbound	DA (mainframe)
T-3c	Indictment & Amendments	?	Inbound	DA (mainframe)
F-4	Future Court Dates	Y	Outbound	All Justice Partners
T-1	Booking Information	Y	Inbound	Sheriff (JMS)
F-1a	Judgment Order	Y	Outbound	All Justice Partners
F-1b	Sentence Order	Y	Outbound	All Justice Partners
F-1c	Sentence Modification	Y	Outbound	All Justice Partners
F-5a	Court Docket and Hearing Minutes	N	Outbound	All Justice Partners
F-5b	True Name Change	N	Outbound	All Justice Partners
F-6	Pre-Sentence Investigation (PSI) Request	N	Outbound	Probation (mainframe)

**5.2.2 CJIS Security Architecture**

**Documentation**

Criminal justice data must be protected from unauthorized access. Privacy laws as well as federal, state, and county agency policies require access to be limited to authorized personnel for specific criminal justice uses per defined user role or system role. Users and computers must be authenticated to verify their identity and authorized against role-based access control lists in order to perform functions within the system.

Contractor shall provide a CJIS Security Architecture document that will contain security best-practices and best-of-breed implementation guidelines that specify and provide for robust security through a suite of measures addressing identification (authentication), access control (authorization), encryption, network security, and auditing.

Implementation of those guidelines accepted by the County and outlined in the CJIS Security Architecture is the responsibility of the Contractor as it applies to the CJIS Hub, Master Name Index, and message data protection; and County responsibility as it applies to network infrastructure, endpoint connectivity, intrusion detection, and the CJIS Portal application.

The CJIS Security Architecture will build upon an Active Directory (AD) infrastructure for the identification/authentication of users and computers. Users and computers outside of the County's AD Domain and trust relationships will require Active Directory mappings to X509 certificates in order to establish identity. The CJIS Intranet Portal will not be available to Internet users, hence Windows Integrated Security can be used for authentication with front-end and back-end systems

B-26 18

and .NET role based security can be utilized for any process requiring Authorization. Existing County services or Microsoft's Enterprise SingleSignOn (SSO) service may be used to map AD credentials to mainframe credentials in order to authenticate and authorize with the mainframe. For data and feature access, security will be role based; however, for all auditable events, security will be identity based.

The primary functions outlined in the Enterprise CJIS Security Architecture will include:

- **Single SignOn:** Provides the user with the capability to access multiple systems and servers within the CJIS environment using a single security token without the need to login each time the user accesses a different server or system that is within and controlled by the CJIS environment.
- **Authentication:** Provides verification of the identity of the user or service in order to grant access to a CJIS resource (e.g., web/application server, data, or system). Kerberos will be the default protocol for all network authentications, LDAP is supported.
- **Access Control:** Prevents unauthorized use of an information resource. Access Control will be managed at application level, with permissions assigned to roles, and roles assigned to users and services.
- **Confidentiality / Encryption:** Prevents data and transactions from being intercepted and viewed by an unauthorized third party.
- **Accountability:** Allows transactions processed through CJIS to be traced to a unique entity.
- **Data Integrity:** Prevents data from being altered during transmission.
- **NonRepudiation:** Prevents someone from denying they originated a transaction, message, or data.
- **Auditing:** Provides reporting and logging of users, administrators, API calls, and errors.
- **Network Security:** Supports network layer security to restrict by protocol, network access control lists (TCP/IP address filtering), and TCP/IP port.

5.2.3 **CJIS Hub Logical Architecture**

**Documentation**

Contractor will provide system-, flow-, interaction- and context-diagrams and narratives describing CJIS Hub data interchange patterns for scoped exchanges.

The CJIS Hub shall be capable of processing message patterns using Push/Pull, Publish/Subscribe, Event notification, and File transfer methodologies. The CJIS Hub shall accommodate source system access methods compatible with the County Mainframe DB2 Database, the Sheriff RMS/JMS Databases, and the Court CCMS Integration Services Backbone using an extensive and flexible adapter model. The infrastructure supporting the CJIS hub will be scalable and extensible so that it will accommodate further justice, as well as non-justice, and external agency integration.

5.2.4 **CJIS Hub Deployment Architecture**

**Documentation**

Contractor will collaborate with County IT stakeholders to define technical system requirements, and provide diagrams and specifications describing the CJIS Hub deployment architecture and operations. The CJIS Hub will be a highly available and secure system. The documentation shall include:

- Deployment architecture for development, QA, and production environments

B-26

- Hardware specifications
- Software specifications

**5.2.5 Master Name Index Requirements and Design**

**Documentation**

Contractor will solicit requirements for the Master Name Index (MNI) and develop entity and entity relationship diagrams to design the data schema. The MNI will serve as an intermediary for data exchanges in the CJIS Hub, as well as a query source for the CJIS Portal.

**5.3 Phases: Construction and Stabilization**

**5.3.1 Installation of Systems**

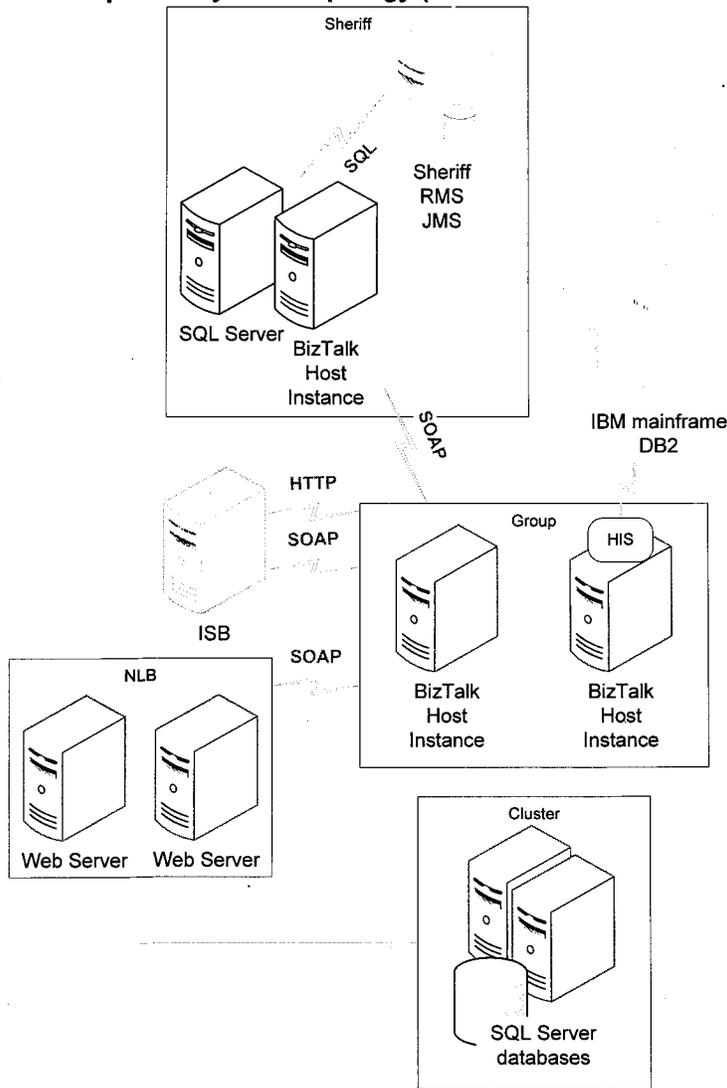
**Functional Platform**

In collaboration with the County's CJIS project implementation team, Contactor shall provide the following CJIS HUB installation services for a BizTalk Enterprise Server 2006 computing environment:

1. Installation and configuration of the CJIS System Software including:
  - a. SQL Server cluster configuration
  - b. Operating System and database tuning
  - c. System Security configuration. This excludes any network security systems and the setup of Microsoft Active Directory.
  - d. BizTalk Server group installation and configuration within the County data center
  - e. Web application server setup and load balancing configuration
  - f. Host connectivity configuration
  - g. Single SignOn configuration
  - h. Monitoring and tracking configuration
  - i. System management tools, techniques, and methodologies appropriate for use in monitoring the health of the CJIS Hub
2. Recommend domain and network infrastructure settings and changes where necessary.
3. Set up the development environment, train County staff on the setup, and establish development best practices for the team.
4. Set up a Continuous Integration Environment by developing test harnesses, unit tests, and automated daily builds and deployments to the Quality Assurance environment.

B-24  
20

Figure 1 - Proposed System Topology (from Section 13.11 - Magenic Proposal)



The diagram and specifications show a recommended middle ground between “ideal case” deployment, and a “cost effective” deployment.

The County has indicated that it is desirable to run a virtualized production environment using VMWare. Contractor will work with the County on a best-effort basis to establish this environment. Microsoft provides “commercially reasonable support” for a virtualized BizTalk production environment and does not directly support VMWare. It should be understood that the County may be asked to reproduce certain issues on a physical machine set to receive product support.

Table 3 - Software and Hardware Specifications

	Production/Staging/Development	Production	Staging	Development
Server Role	Software Specifications	Server Specifications	Server Specifications	Server Specifications
BizTalk	Windows 2003 Server Standard Ed.	Qty: 2	Qty: 2	Qty: 1

B-26 21

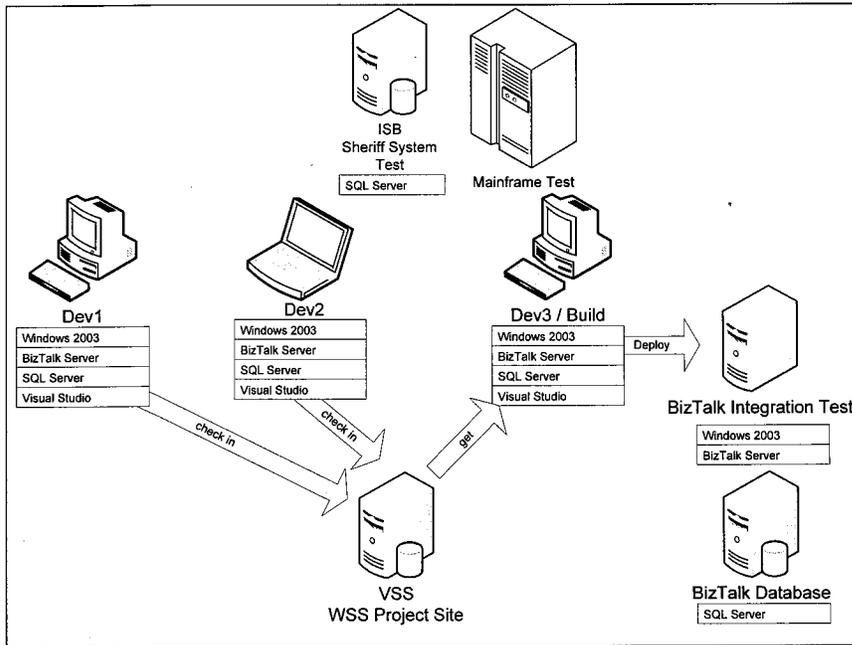
Contract for Information Technology Solution

Host Instance	BizTalk Server 2006 Enterprise Ed. One license per CPU at each stage.	2x 3GHz procs 12 GB RAM 30GB RAID-5	2x 3GHz procs 12 GB RAM 30GB RAID-5	1x 3GHz procs 12 GB RAM 30GB RAID-5
SQL Server databases	Windows 2003 Server Enterprise Ed. Microsoft SQL Server™ 2005 Standard Ed. with Service Pk. 1 (Standard Edition includes licensing for 2 node clusters) Microsoft SQL Server 2005 Analysis Services with Service Pk. 1	<u>2 node cluster:</u> 4x 1.4 GHz procs (64-bit pref) 16 GB RAM 200GB RAID-5 SAN*	<u>2 node cluster:</u> 4x 1.4 GHz procs (64-bit pref) 16 GB RAM 200GB RAID-5 SAN*	<u>-included above</u>
Web Server	Windows 2003 Server Standard Ed.	<u>2 Load Balanced Servers:</u> 2- 3GHz procs 8 GB RAM 30GB RAID-5	<u>2 Load Balanced Servers:</u> 2- 3GHz procs 8 GB RAM 30GB RAID-5	<u>-included above</u>
Operations Monitor	Microsoft Operations Manager 2005 (MOM) (optional)	<u>1x 1.4GHz proc</u> <u>512 MB RAM</u> <u>5GB RAID-5</u> <u>This will monitor all CJIS servers.</u>	<u>na</u>	<u>Na</u>

- Exact storage space requirements depend on detailed analysis
- ITD will finalize the server specifications based on simulated load testing. This is based on estimated loads on the BizTalk Server of no more than 2000 records per day and user concurrency on the Portal of 20-30.
- ITD will adjust the virtual resources of each server to accommodate the anticipated load.

B-26  
22

**Figure 2 - Development and Staging Hardware and Software Recommendations**  
(from Section 13.14 - Magenic Proposal)



**Table 4 – Development Environment Software Specifications**

Machine Role	Software	Recommended Hardware
Dev <i>n</i>	Host OS: Windows XP <u>Virtual Server or Virtual PC or VMWare:</u> Windows 2003 Server Standard Ed. BizTalk Server 2006 Developer Ed. Microsoft SQL Server 2005 Developer Ed. Microsoft Visual Studio .NET 2005	For consultants: Dual core Intel B950, 80GB HD, Plus VMWare Workstation For ITD Staff: VMWare Workstation

The BizTalk Integration Test machine is the development team’s build and integration test environment. “Continuous Integration” means automating the build and test procedures as much as possible to continuously test the team’s output during the development process. Classic unit tests are not always possible in integration scenarios. Contractor will develop test harnesses and utilize Visual Studio 2005 tools to validate, verify and test the solution on a regular basis.

These automated tests based on use cases and system interfaces shall serve as one aspect of acceptance criteria during the Stabilization phase.

**5.4 Data Exchanges**

Contractor shall provide professional services until each of the exchanges listed in the following table are developed, stabilized, functioning and accepted by the County. The exchanges will be implemented in two groupings known as the Reference Exchanges and Remaining Exchanges as

*0-24  
23*

defined in this section. The ? in the DES column indicates it is not known at this time if the data exchange is defined within the Court's Data Exchange Specifications (DES).

**Table 5 – List of Data Exchanges**

<b>Court Liam ID</b>	<b>Touch Point</b>	<b>DES</b>	<b>From Court's Perspective Exchange Direction</b>	<b>Local Partner</b>
F-2	Warrant Issuance	Y	Outbound	Sheriff (RMS), DA (mainframe)
F-3	Warrant Recall	Y	Outbound	Sheriff (RMS)
T-2	Warrant Certificate of Service	Y	Inbound	Sheriff (RMS)
T-3a	Criminal Complaint & Amendments	?	Inbound	DA (mainframe)
T-3b	Information & Amendments	Y	Inbound	DA (mainframe)
T-3c	Indictment & Amendments	?	Inbound	DA (mainframe)

**5.4.1 Proof of Concept Implementation**

**Functioning Data Exchanges**

Contractor shall provide professional services for a proof of concept test for the two exchanges listed below in Section 5.4.2 and as described by the document 'Integrated Services Backbone CCMS V2-San Luis Obispo Interface Reference Exchanges Requirements Specification' to be provided by the County prior to the project start. The core tasks are to verify the ability to securely connect the County's CJIS BizTalk system to the Court's Integrated Services Backbone via web services.

This POC will be strictly scoped to the first ten (10) working days. Should the POC take more of the Contractor's time, Contractor and the County Project Managers will plan and agree on the additional time needed and provision for compensation of added time will be provided for out of the hours available in the Timeblock Deliverables section.

To correctly setup this Proof of Concept, the following items will be part of the deliverables:

- The QA/Staging environment must be setup correctly and running with the Biztalk Server installed and configured. This includes the server certificate for secure channel communication, and the key exchange for message signing.
- Creation of Two Biztalk orchestrations to support the F-2 and T-3a exchanges.
- One web service created to handle the in-bound (F2 Warrant Issuance) processes.
- One connection to the CCMS (T-3a Criminal Complaint & Amendments) Web Service.
- Success criteria for the POC shall be to successfully establish communications with the CCMS through the ISB, and processing of the messages through the County CJIS Hub.
  - Note: If end-to-end connectivity to the mainframe cannot be established in time, the BizTalk system will communicate with a stub.
- The POC implementation will serve as the basis for the production implementation of the reference exchanges, which may require additional exception handling and stabilization.

*B-26  
24*

**5.4.2 Reference Exchanges Implementation**

**Functioning Data Exchanges**

Contractor shall provide professional services until each of the exchanges listed as deliverable milestones below is fully stabilized, functioning, and accepted by the County. In providing these services, the Contractor shall be working side by side with County IT and Departmental staff to promote knowledge transfer. Each exchange will be implemented using a GJXDM compliant document schema definition using XSLT based data transformation maps.

The business systems that may be involved in these exchanges include the Court CCMS/ISB, Sheriff RMS/JMS, and the County mainframe Law and Justice applications.

Deliverable Milestones:

1. Reference Exchanges are: F-2 and T-3a

The Reference Exchanges Development will involve at minimum the following high level activities:

- Schema / map development
- Orchestration / business process development
- Business Rules implementation
- Messaging only process implementation (for CJIS Federated Query)
- Endpoint configuration
- Specifications for source system modifications

**5.4.3 Remaining Exchanges Implementation**

**Functioning Data Exchanges**

Contractor shall provide professional services until each of the exchanges listed as deliverable milestones below is fully stabilized, functioning, and accepted by the County. In providing these services, the Contractor shall be working side by side with County IT and Departmental staff to promote knowledge transfer. Each exchange will be implemented using a GJXDM compliant document schema definition using XSLT based data transformation maps.

The business systems involved in these exchanges include the Court CCMS/ISB, Sheriff RMS/JMS, and the County mainframe Law and Justice applications.

Deliverable Milestones:

1. Remaining Exchanges are: T-2, T-3b, T-3c and F-3

The Remaining Exchanges Development will involve the following high level activities:

- Schema / map development
- Orchestration / business process development
- Business Rules implementation
- Messaging only process implementation (for CJIS Federated Query)
- Endpoint configuration
- Specifications for source system modifications

B-26  
25

### 5.5 Master Name Index (MNI) Implementation

### Functioning Database

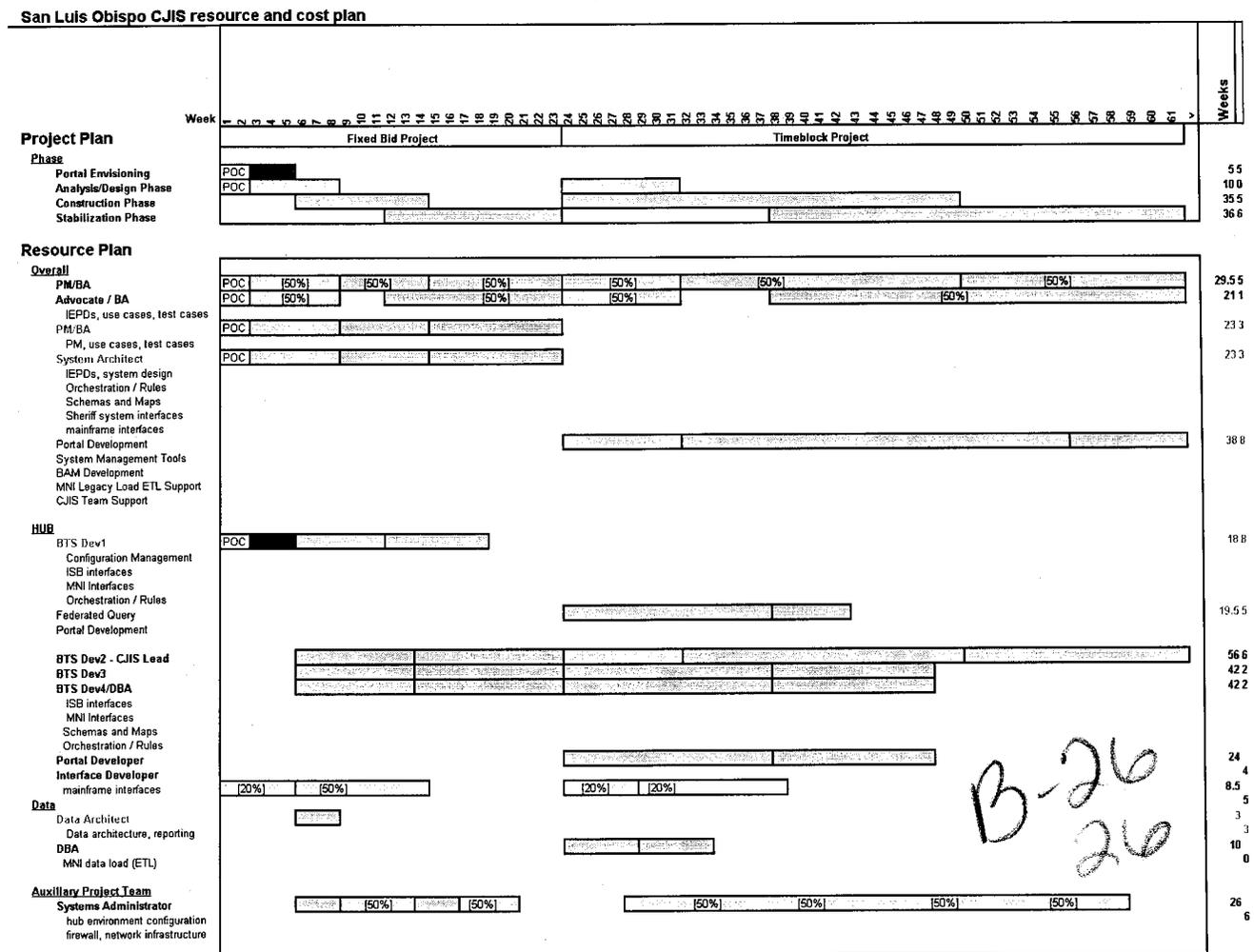
Contractor shall provide services for implementing the MNI database schema on the SQL Server 2005 cluster system, and provide stored procedures for access to the index for creating, reading, updating, and deleting data in the index. The database will be optimized for read operations in the context of queries received from the CJIS Federated Query Engine. The MNI will be populated on an ongoing basis by the data exchanges flowing through the CJIS Hub.

Population of historic data via consolidated extract, transform, and load (ETL) operations is the responsibility of the County.

## 6 Contractor Deliverables – Schedule by Phase with Resource Plan

Below is a high level project schedule that lists the Deliverables and Milestones for the fixed-fee deliverable based portion of this Statement of Work as well as completion criteria and payment schedules.

Figure 3 – Contractor Deliverables Project and Resource Plan



## 7 Time loss and Mitigation Plan

All projects face complications with timing and execution. The following Mitigation and Escalation Plan will provide both the County and the Contractor with the guidelines for determining if there is a time loss, and what steps are needed to get the outstanding tasks completed.

Across all project deliverables, the Contractor's Project Manager will be in continual communication with the County Project Manager. During this time, there will be continual management and adjustment of tasks, timelines, and completion dates.

If during this time, the Contractor determines that there are deliverables that are dependant on County staff, management, or processes that are not being provided in accordance to the project plan, then the appropriate County Project Management and or Senior Management must become involved, and provide a response to the Contractor's issue with the County's performance within 2 business days with the goal being to determine new mutually agreed upon deliverable dates.

If during this time, the County determines that there are deliverables that are dependant on Contractor staff, management, or processes that are not being provided in accordance to the project plan, then the appropriate Project Management and or Senior Management for the Contractor must become involved, and provide a response to the County's issue with the Contractor's performance within 2 business days with the goal being to determine new mutually agreed upon deliverable dates.

## 8 The Change Control Process

The Change Control Committee will be made up of key stakeholders from the County and Contractor. From the Contractor's perspective, this is the Project Manager and the Integration Architect. System or domain Subject Matter Experts (SMEs) may be included if the change affects them. From the County's perspective this includes the Executive Sponsor(s) and Project Manager. Additional management representatives shall be included as needed should the change affect the schedule or cost. The County Project Manager normally chairs these meetings. Neither party will execute changes without the approval of the committee.

All change requests are made to the County Project Manager who logs them into a change control database, which may be provided by a Sharepoint collaborative project environment. The request can be in the form of an e-mail or written document, or submitted for processing into Sharepoint. Regardless of the chosen repository of change requests, the change control committee will review the proposed change(s) and decide if the change(s) adversely affects the project plan and then decide whether to approve, reject, or defer the change. Once the change is approved, it will be included in the project plan if needed and the plan adjusted accordingly.

If the change is significant the County and Contractor Project Managers in conjunction with the integration team will perform an impact and cost analysis before it goes to the committee. Answers to the following questions are needed when submitting a change request:

- What is the change?
- Why does the change need to be made?
- What impacts will the change have?
- Who does the change effect?

B-26  
27

- What is the benefit of the change?
- What is the proposed solution?

Approved change requests are prioritized by the committee and scheduled accordingly.

## **9 Defect Severity and Acceptance Metrics**

This section is to assist in formalizing how the project will move forward on accepting code changes from the Development to QA process, and the metrics that will have to be used to determine when the Development must conclude and the code is to be accepted for testing.

All tasks that are handed over to the QA group for testing must be Unit Tested by Contractor and signed-off by the County to be marked Completed and ready for QA testing.

All existing defects must be given a Severity and a Priority for completion. The following is a best-practice list for defect severity. If another list is to be approved for use, both the County and Contractor must agree to the definitions.

### **9.1.1 Defect Severity Definition**

1. Defect causes system crash or data loss.
2. Defect causes major functionality or other severe problems; product crashes in obscure cases; Defect is a showstopper to going live.
3. Defect causes minor functionality problems, may affect "fit and finish".
4. Defect contains typos, unclear wording or error messages in low visibility fields.

All Severity 1 & 2 defects will be completed by Contractor.

All defects at a lower Severity will only be addressed if there is time, or it is deemed an easy fix by the Contractor and County project team.

### **9.1.2 Defect Escalation Process**

County Project Management will take all the defects found by the QA team and assign a Severity and a Priority. The person assigned to the defect will have to agree to the Severity and Priority. If there is a discrepancy on the specific defect on either Priority or Severity, both Project Managers and the Contractor Architect will discuss to resolve.

If after this discussion there is still no resolution, County and Contractor Management will discuss and make the final resolution.

Delays directly related to County will be handled using the Change Control process.

Delays directly related to Contractor will be absorbed in the fixed fee and will not impact County's budget.

B-24  
28

## 10 County Responsibilities

The County will in collaboration with Contractor design, develop, stabilize, deploy, maintain, and enhance a CJIS Solution. The County will provide staff to fill the roles listed in the following Table 6.

**Table 6 – County Information Technology Department Roles and Responsibilities**

Role Title	Project Role Descriptions (functional responsibility)
<p><u>Project Manager</u></p>	<p>Manage the project as to all knowledge areas (integration, scope, time, cost, quality, communications, risk, procurement, and human resources).</p> <p>Has overall responsibility to ensure project receives appropriate approvals, support, and guidance within the County environment.</p> <p>Tracks project progress, budget, resources, issues, risks and overall status.</p> <p>Schedules interviews, trainings, meetings, and Joint Application Design (JAD) sessions.</p> <p>Manages and escalates issues and their resolutions.</p>
<p><u>Business Analyst</u></p>	<p>Liaison to Business Owner(s) and Subject Matter Experts.</p> <p>Law/justice customer business applications technical expertise (mainframe &amp; micro).</p> <p>Facilitate requirements solicitation.</p> <p>Facilitate Solution User Acceptance Testing.</p> <p>Facilitate development of service level agreements.</p> <p>Ensure the user requirements are met and that all critical issues are known before the release of the product or service.</p> <p>Develop software test plans, specifications, and test cases.</p> <p>Test user interfaces..</p> <p>Develop and maintain automated tests.</p> <p>Track all defects and issues to ensure their resolution before product release.</p> <p>Build the product and maintain configuration control (may also be done by development).</p> <p>Ensure that the functional specification addresses the business requirements.</p> <p>Deliver a quality product.</p>
<p><u>Software Engineer</u></p>	<p>Law/justice custom business application technical expertise (mainframe &amp; micro).</p> <p>Design, architect, and develop the composite application (portal).</p> <p>Develop (code) custom applications using Microsoft .NET technologies such as ASP.NET v2.0, VB.NET, and C#.NET</p> <p>Communicate, manage, and implement composite application (portal) to support end-user.</p> <p>Resolve composite application (portal) defects, issues, and architecture problems.</p> <p>Enhance and maintain composite application (portal) user interface, features, functions, and reports.</p>

	<p>Expert user and administrator of systems used to manage, configure, and monitor the exchange environment (middleware).</p> <p>Owns message exchange architecture.</p> <p>Develops new message exchanges and business processes.</p> <p>Designs and develops schemas and maps.</p> <p>Designs and develops business rules.</p> <p>Unit test components.</p> <p>Creates new BAM reports.</p> <p>GJXDM IEPD Process.</p> <p>Enterprise Application Integration (EAI) Analysis Process.</p> <p>XSD Schemas.</p> <p>Service Oriented Architecture (SOA) Concepts.</p>
<p><u>Mainframe Engineer</u></p>	<p>Enhance mainframe programs and data schemas to enable exchanges.</p> <p>Obtain appropriate authorization to implement schema changes.</p> <p>Participate in the design of the data exchanges.</p> <p>Provide expertise on all existing County mainframe structures.</p>
<p><u>Systems Administrator</u></p>	<p>Expert user and administrator of computing systems used to manage, configure, and monitor the exchange environment</p> <p>Administration of mainframe based DB2 databases</p> <p>Administration of SQL databases</p> <p>Administration of server operating systems</p> <p>Administration of all aspects of database maintenance.</p> <p>Monitors and maintains BizTalk runtime services</p> <p>Deploys solution to production</p> <p>Administers and owns active directory (AD) changes</p>
<p><u>Network Engineer</u></p>	<p>Network systems performance analysis.</p> <p>Network routers, VPN, firewalls, and mainframe performance maintenance.</p>
<p><u>Computer Systems Technician</u></p>	<p>Mainframe job scheduling, processing, problem/resolution.</p>
<p><u>CJIS User</u></p>	<p>Ensure that the functional specification addresses the business requirements.</p> <p>Test User Interfaces.</p> <p>Test data integration and data transformation quality.</p> <p>Test application business logic and reporting.</p>

B-26  
30

Validate the solution works according to test cases and specifications.
---

## 11 Training of County Staff

Contractor shall provide County staff on-site mentoring and on-the-job training related to the Microsoft Products listed below. Contactor will utilize an on-site collaborative team approach where knowledge transfer is provided through mentoring and applicable technology briefs or demos throughout the course of the project. As with all informal training, it will be the responsibility of the County's trainee to assure that the information disseminated to them is recorded and understood at the time of the mentoring.

If it is determined that the process of mentoring is not meeting the needs of the County, the appropriate Project Management and Senior Management for the Contractor shall become involved and provide a response to the County's issue with the Contractor's mentoring performance within 2 business days with the goal being to determine a mutually agreed upon solution. If the parties determine that it is in the best interest of the parties to transition County Staff members, Change Control as defined in Section 8 will be utilized to mitigate the additional time and mentoring that will have to occur to get the new member up to production speed and able to perform at a professional level. If the parties determine that it is in the best interest of the parties to transition Contractor Staff members, the County shall neither be responsible, in whole or in part, for paying to get the Contractor's new staff up to speed and able to perform at a professional level, nor will the County pay, in whole or in part, for hours expended by a Contractor staff person who demonstrates unsatisfactory performance.

For end users (portal users), Contactor will provide assist County with the development of end-user training and/or reference materials.

The Microsoft Software products for which Contractor shall provide County with mentoring services are the following:

- Windows 2003 Server Enterprise Edition
- BizTalk Server 2006 Enterprise Edition
- Microsoft SQL Server 2005
- Microsoft SQL Server 2005 Analysis Services
- Microsoft SQL Server 2005 Reporting Services
- Microsoft Visual Studio .NET 2005
- Microsoft Visual Basic.NET and ASP.NET
- Microsoft Internet Information Services
- Microsoft Operations Manager (MOM) BizTalk package

Contractor requires and expects that all County staff serving in the roles and responsibilities, as defined in Table 7 below, shall be given formal training in the classes listed in the Training Requirements associated with each role. The classes listed are not provided by the Contractor. County shall purchase the classes from a vendor who is certified as a Microsoft Certified Partner for Learning Solutions.

B-2431

It is highly recommended that fundamental Object Oriented Programming (OOP), and supporting Software Development Life Cycle (SDLC) classes are taken by all project staff members who will be part of the Architecture, Design and Implementation of the data exchanges.

**Table 7 – Training by Role**

Role	Responsibilities	Qualifications / Prerequisites
<u>Integration Architect</u>	<ul style="list-style-type: none"> <li>• Owns message exchange architecture</li> <li>• Develops new message exchanges and business processes</li> <li>• Develops and designs schemas and maps</li> <li>• Develops and designs business rules</li> </ul>	<p>BizTalk orchestrations, schemas, maps, pipelines Business Activity Monitoring Service Oriented Principles .NET 2.0 proficiency GJXDM, IEPD Participation in the CJIS implementation project</p> <hr/> <p>Training Requirement:</p> <ul style="list-style-type: none"> <li>• MCSD 2524C (5-days) – Developing XML Webservice using ASP.NET/What’s new in VS 2005 for .NET Developers [custom class with XML refresher]</li> <li>• MCSD 2933 (5-days) – Developing Business Process and Integration Solutions Using Microsoft BizTalk Server 2006.</li> </ul>
<u>BizTalk Developer</u>	<ul style="list-style-type: none"> <li>• Develops new message exchanges and business processes</li> <li>• Develops schemas and maps</li> <li>• Develops business rules</li> <li>• Creates new BAM reports</li> </ul>	<p>BizTalk orchestrations, schemas, maps, pipelines XML, XSLT, XSD, GJXDM web services, ws-* Participation in the CJIS implementation project</p> <hr/> <p>Training Requirement:</p> <ul style="list-style-type: none"> <li>• MCSD 2524C (5-days) – Developing XML Webservice using ASP.NET/What’s new in VS 2005 for .NET Developers [custom class with XML refresher]</li> <li>• MCSD 2933 (5-days) – Developing Business Process and Integration Solutions Using Microsoft BizTalk Server 2006.</li> </ul>
<u>ASP.NET 2.0</u>	<ul style="list-style-type: none"> <li>• Develops portal User Interface</li> <li>• Implements new report UIs</li> </ul>	<p>ASP.NET 2.0 Web security</p>

B-26  
32

<u>Developer</u>		<p>SQL Reporting Services SQL Notification Services</p> <hr/> <p>Training Requirement:</p> <ul style="list-style-type: none"> <li>• MCSD 2524C (5-days) – Developing XML Webservice using ASP.NET/What’s new in VS 2005 for .NET Developers [custom class with XML refresher]</li> </ul>
<u>Systems Administrator</u>	<ul style="list-style-type: none"> <li>• Monitors and maintains BizTalk runtime services</li> <li>• Deploys to production</li> <li>• Owns AD changes</li> </ul>	<p>Windows 2003 tuning Load test administration BizTalk services administration</p> <hr/> <p>Training Requirement:</p> <ul style="list-style-type: none"> <li>• MCSD 2933 (5-days) – Developing Business Process and Integration Solutions Using Microsoft BizTalk Server 2006</li> </ul>
<u>Business Analyst</u>	<ul style="list-style-type: none"> <li>• Business requirements analysis</li> </ul>	<p>GJXDM IEPD process EAI Analysis Process XSD schemas SOA concepts</p>
<u>DBA</u>	<ul style="list-style-type: none"> <li>• All aspects of database administration and maintenance</li> <li>• Backups</li> <li>• Owns Index data schema</li> </ul>	<p>SQL Server 2005 administration and development</p> <hr/> <p>Training Requirement:</p> <ul style="list-style-type: none"> <li>• MCSD 2733 – Updating Database Administration Skills to Microsoft SQL Server 2005.</li> <li>• MCSD 2933 (day 1&amp;2) – Developing Business Process and Integration Solutions Using Microsoft BizTalk Server 2006.</li> </ul>

## 12 County-furnished Items

An integration project requires many local and remote systems to work in concert, and involves numerous stakeholders and subject matter experts, and often a consensus based decision process. Therefore the County will host the entire project team onsite for the duration of the project and provide:

B-26  
33

1. Development environments and sample data sets for the source systems involved: Mainframe DA and Probation, ISB / CCMS, Sheriff RMS/JMS
2. The project team with access to source production systems during deployment.
3. Suitable workspaces, network connections, phones, all hardware and software for use by up to four of Contractor's project staff.
4. MSDN copy of software specified in this proposal for the development and test environments.
5. Procurement of all Production, Staging, and Development environment software licenses and hardware per specifications, and is installed, configured and verified with Contractor's assistance.
6. A source control system.
7. External, secure network access to the Development environment for access via VPN for all Contractor staff working remotely.
8. All appropriate security access to systems, and physical locations as necessary, including access badges and supporting hardware.

### 13 Timeblock Deliverables

This section describes the intent for which up to 2,300 hours of Contractor professional services for use in the Implementation, Mentoring, Documentation, Development, Testing and Defect-repair of the items listed in this Section (13.1 through 13.5, Timeblock Deliverables). The services provided by the Contractor will be managed by the County's Project Manager and paid for according to the schedule and on the terms set forth in Section 2.2 of Exhibit B. Contractor resources assigned to these tasks will report status and completion to the County Project Manager.

The goal of the Timeblock Deliverables is to assure that County staff is supported by Contractor during the implementation of the remaining Data Exchanges, and to drive implementation of the Portal, Federated Query, and reporting environment.

Before the County authorizes Contractor to perform professional services as Timeblock Deliverables, the County and Contractor shall agree upon the work package for which Contractor is responsible. Contractor shall provide County with a reasonable estimate of the effort required by Contractor to complete the work package. Prior to Contractor starting work on a work package, County will approve Contractor's work package effort estimate and authorize work to begin with the expectation that the Contractor will complete the work within the effort estimate.

When hired to perform Timeblock Deliverables the Contractor shall, at the discretion of the County, send the same staff that were utilized during the development and deployment of the deliverables specified in this Statement of Work.

#### 13.1 CJIS Federated Query

Contractor will design, develop, stabilize, and deploy CJIS Federated Query capability implemented using the CJIS BizTalk Hub environment and .NET 2.0 components. The CJIS Federated Query will

B-2634

be utilized by the CJIS Portal to distribute queries to source systems and to retrieve and consolidate results back into the Portal's user interface. The Federated Query will power the CJIS Intranet Portal Justice Search.

### **13.2 CJIS Portal Development Services**

Contractor will teach, and assist County technical staff to develop, stabilize, and implement (deploy) a composite web application called the CJIS Portal. The CJIS Portal will be based, in part, on a phased replacement of the existing, mainframe based, criminal justice display transaction known as LX01.

The CJIS Portal will be used to enable cross-agency searches and reports. It will utilize the CJIS Master Index for search purposes and the CJIS Federated Query capability to retrieve detailed data from source systems. The Portal will be secured from external access and it will use an LDAP compliant directory to store users' credentials and access permissions. The CJIS portal will provide a single user interface access point to the CJIS data, and facilitate operational reporting as well as event notification subscription services.

The CJIS Portal shall be a scalable and extensible ASP.NET 2.0 web application, providing three types of functionality:

- Query the County Justice Systems
- Provide reporting to authorized users
- Offer CJIS management functions, such as Notification Subscriptions

The CJIS Portal implementation consists of the following deliverables:

- Portal system architecture
- ASP.NET 2.0 portal User Interface development
- Role based security implementation
- CJIS Federated Query user interface implementation
- Business Activity Monitoring (BAM) reporting interface implementation and setup of up to 5 BAM operational reports.
- BAM Notification Services user interface configuration
- System documentation

### **13.3 Remaining Data Exchange Design, Development, and Implementation**

The County may request mentoring and assistance from Contractor with requirements gathering, design, implementation and system testing of the remaining information exchanges.

The Contractor at the request of the County may facilitate and assist with the analysis of business processes, documents, and schemas for the purpose of creating a complete set of Information Exchange Package Documentation (IEPD), and provide guidance during implementation.

B-2435

The County will be the primary development team for the creation of the remaining exchanges, while the Contractor team is developing the Portal, Federated Query and Management tools during the Timeblock Deliverables section. The following exchanges are to be implemented by County IT staff:

**Table 8 –List of exchanges**

Court Liam ID	Touch Point	DES	Court Perspective Exchange Direction	Local Partner
F-5c	In-Court Charge Amendments	?	Outbound	DA (mainframe)
F-7	Direct File Complaints	?	Outbound	DA (mainframe)
F-4	Future Court Dates	Y	Outbound <input type="checkbox"/>	All Justice Partners
T-1	Booking Information	Y	<input type="checkbox"/> Inbound	Sheriff (JMS)
F-1a	Judgment Order	Y	Outbound <input type="checkbox"/>	All Justice Partners
F-1b	Sentence Order	Y	Outbound <input type="checkbox"/>	All Justice Partners
F-1c	Sentence Modification	Y	Outbound <input type="checkbox"/>	All Justice Partners
F-5a	Court Docket and Hearing Minutes	N	Outbound <input type="checkbox"/>	All Justice Partners
F-5b	True Name Change	N	Outbound <input type="checkbox"/>	All Justice Partners
F-6	Pre-Sentence Investigation (PSI) Request	N	Outbound <input type="checkbox"/>	Probation (mainframe)

**13.4 CJIS Master Index history population and Data Mart**

Contractor will assist the County DBA in the population of the CJIS Master Index and Data Mart using extract, transform, and load (ETL) operations. The CJIS Master Index will have at minimum three primary Indices as defined by the County (Master Name, Master Event, and Master Identification). The Data Mart will be used to hold data transactional information for data validation and historical analysis. The County DBA will take the existing schemas and generated database and perform the ETL with Contractor support.

**13.5 CJIS System Management Tools**

Contractor will provide and/or specify system management tools, techniques, and methodologies appropriate for use in monitoring the health of the CJIS HUB, Data Exchanges, CJIS Master Index, CJIS Data Mart, and CJIS Portal. Contractor will mentor and assist the County with the configuration and implementation of the provided or specified management tools.

B-26  
36

## 14 Not in Project Scope

The following items are specifically excluded from the scope of this project.

1. Data exchanges not specifically listed within this Contract
2. Contractor shall not be responsible for the implementation of:
  - a. Firewall, routing, and hardware load balancing
  - b. Boundary intrusion detection systems
  - c. Active Directory and policy changes
  - d. Hardware installation
  - e. Routers, switches, redundant power supplies, and other data center infrastructure
  - f. Certificate provider setup and configuration
  - g. MOM server environment beyond the BizTalk MOM pack integration

B-26  
37

**EXHIBIT B  
COMPENSATION**

1. Maximum Compensation Amount. The maximum amount of this Contract shall not exceed \$ \$1,019,960.00 as follows:

2. Terms.

2.1. Deliverable Based Fixed Fee ..... \$594,960

2.1.1. Deliverables are described in Exhibit A – Statement of Work.

2.1.2. Deliverables are not complete until they are accepted by the County. The County will provide written certification and acceptance of deliverable prior to invoicing by Contractor.

2.1.3. After the County has provided written certification and acceptance of deliverable, Contractor shall submit itemized invoices to the County for the completed and accepted deliverable. The County will pay the approved amount within thirty (30) calendar days of receiving an invoice for an accepted deliverable.

2.1.4. The County Board of Supervisors specifically delegates the power to make line item transfers to the County, Information Technology Division, Chief Information Officer, without the need for action, approval or ratification by the Board of Supervisors.

**Table 9 – Compensation by Deliverable**

<b>CJIS Portal Envisioning</b>			
<b>Deliverable</b>	<b>Week</b>	<b>Acceptance Criteria</b>	<b>Amount</b>
Vision/Scope	Week 5	<ul style="list-style-type: none"> <li>Reviewed and approved by County representative (Project Manager).</li> </ul>	
Functional Overview	Week 5	<ul style="list-style-type: none"> <li>Reviewed and approved by County representative (Project Manager).</li> </ul>	
Design Goals	Week 5	<ul style="list-style-type: none"> <li>Reviewed and approved by County representative (Project Manager).</li> </ul>	
Project Plan	Week 5	<ul style="list-style-type: none"> <li>Reviewed and approved by County representative (Project Manager).</li> </ul>	
<b>Payment Milestone</b>			<b>\$134,880</b>
<b>Requirements and Design</b>			
<b>Deliverable</b>	<b>Week</b>	<b>Acceptance Criteria</b>	<b>Amount</b>
Data Exchange Design (IEPD)	Week 8	<ul style="list-style-type: none"> <li>Reviewed and approved by County representative (Project Manager).</li> </ul>	
CJIS Security Architecture	Week 8	<ul style="list-style-type: none"> <li>Reviewed and approved by County representative (Project Manager).</li> </ul>	
CJIS Hub Logical Architecture	Week 8	<ul style="list-style-type: none"> <li>Reviewed and approved by County representative (Project Manager).</li> </ul>	
CJIS Hub Deployment Architecture	Week 8	<ul style="list-style-type: none"> <li>Reviewed and approved by County representative (Project Manager).</li> </ul>	
Master Name Index Requirements and	Week 8	<ul style="list-style-type: none"> <li>Reviewed and approved by County representative (Project Manager).</li> </ul>	

B-24 38

Contract for Information Technology Solution

Design			<b>Payment Milestone</b>	<b>\$111,120</b>
<b>Construction and Stabilization</b>				
<b>Deliverable</b>	<b>Weeks</b>	<b>Acceptance Criteria</b>	<b>Amount</b>	
Installation of Systems	Week 16 *	<ul style="list-style-type: none"> <li>County Systems Infrastructure representative validates system installation and security against requirements established in the CJIS Security Architecture document.</li> <li>Load-tests verify minimum sustained load capabilities defined in the CJIS Hub Deployment Architecture</li> <li>Load-test scenarios are provided by the QA team.</li> <li>System failure tests prove resiliency of environment to various, previously defined outages.</li> </ul>		
Reference Exchanges Implementation	Week 13	<ul style="list-style-type: none"> <li>Process executed in controlled test environment, against known set of test data yields pre-defined results.</li> <li>Test runs evaluate adherence to requirements established and signed-off in the Functional Specifications</li> <li>Test automation, and/or test procedures are provided by the QA team.</li> <li>Test harness may be run against stub interfaces if endpoints are not finalized.</li> </ul>		
Remaining Exchanges Implementation	Week 23	<ul style="list-style-type: none"> <li>Process executed in controlled test environment, against known set of test data yields pre-defined results.</li> <li>Test runs evaluate adherence to requirements established and signed-off in the Functional Specifications</li> <li>Test automation, and/or test procedures are provided by the QA team.</li> <li>Test harness may be run against stub interfaces if endpoints are not finalized.</li> </ul>		
			<b>Payment Milestone</b>	<b>\$142,800</b>
Master Name Index (MNI) Implementation	Week 8	<ul style="list-style-type: none"> <li>Index read-operations executed in controlled test environment, against test data provided by the County.</li> <li>Test runs evaluate adherence to performance requirements established and signed-off in the Master Name Requirements and Design document.</li> <li>Test automation, and/or test procedures are provided by the QA team.</li> <li>County Systems Infrastructure representative validates database security against requirements established in the CJIS Security Architecture document.</li> </ul>		
			<b>Payment Milestone</b>	<b>\$206,160</b>

\* Production (development and staging environments will be installed sooner)

B-26  
39

2.2. Timeblock Deliverables Contract Maximum ..... \$425,000

2.2.1. Work performed as Timeblock Deliverables (as referenced in Section 13 of Exhibit A) is not subject to the Deliverable Based Fixed terms. Work performed as Timeblock Deliverables is a standard Time and Materials engagement.

2.2.2. Section 13 (and its subsections) of Exhibit A allows County, at County's option, to hire Contractor on an hourly basis up to the Timeblock Deliverables' Contract Maximum, as specified in this Section. Contractor shall bill County for hours against the Timeblock Deliverables Contract Maximum until the hours are exhausted, or County determines that Contractor's services are no longer required.

2.2.3. Contractor shall maintain a written log of time worked as Timeblock Deliverables in a manner sufficient to preserve an accurate record of hours of services performed. Said log shall be made available to County upon County's request. Contractor shall invoice County for work performed as Timeblock Deliverables on a monthly basis. Each invoice will include an invoice number and indicate the time period covered by the invoice, including time Contractor spent on-site. County will submit payment to Contractor within thirty (30) days of receipt of invoice.

2.2.4. Board of Supervisors Delegation for Line Item Transfers. The County Board of Supervisors specifically delegates the power to make line item transfers to the County, Information Technology Division, Chief Information Officer, without the need for action, approval or ratification by the Board of Supervisors

B-26  
40

**Timeblock Deliverables**

The activities listed in this table are intended to assist the County in the acceptance of the overall project completion. The Estimated Week of Completion numbers are estimates of completion of activities that include time for support for the County and defect repair.

**Table 10 – Timeblock Deliverables**

Activity	Estimated Week of Completion	General Description and Acceptance Criteria
<b>Federated Query Implementation</b>	<b>Week 37</b>	<ul style="list-style-type: none"> <li>• Creation of distributed queries with connections to source systems.</li> <li>• Able to retrieve and consolidate results back into the Portal's user interface.</li> </ul>
<b>Remaining Exchanges Implementation</b>	<b>Week 47</b>	<ul style="list-style-type: none"> <li>• Process executed in controlled test environment, against known set of test data yields pre-defined results.</li> <li>• Test runs evaluate adherence to requirements established and signed-off in the Functional Specifications</li> <li>• Test automation, and/or test procedures are provided by the QA team.</li> <li>• Test harness may be run against stub interfaces if endpoints are not finalized.</li> </ul>
<b>CJIS Portal Implementation</b>	<b>Week 47</b>	<ul style="list-style-type: none"> <li>• Portal system architecture document</li> <li>• Role based security implementation</li> <li>• CJIS Federated Query component implementation (excluding BizTalk messaging).</li> <li>• Business Activity Monitoring (BAM) reporting interface implementation and setup of up to 5 BAM operational reports.</li> <li>• CJIS Index design, implementation and initial population</li> <li>• BAM Notification Services user interface configuration</li> <li>• System documentation</li> </ul>
<b>CJIS Master Index history population and Data Mart</b>	<b>Week 55</b>	<ul style="list-style-type: none"> <li>• Population of the CJIS Data Mart.</li> <li>• At minimum three primary Indices as defined by the County (Master Name, Master Event, and Master Identification).</li> </ul>
<b>System Management Tools Implementation</b>	<b>Week 55</b>	<ul style="list-style-type: none"> <li>• Optional and not yet defined, but will fit within the cost and time constraints of the Timeblock Project</li> </ul>

B-26  
41

**EXHIBIT B-1**

**Timeblock Deliverables Compensation**

Contractor shall provide additional services to County as specified under the Timeblock Deliverables Section 2.2 of Exhibit B of this Contract at a rate not to exceed \$185 per hour inclusive of travel costs assuming that no more than 50% of the billable time will be on-site. When billable time spent on-site exceeds 1,150 hours, the bill-rate will increase but will not exceed \$200 per hour.

B-26  
42

**EXHIBIT C**  
**GENERAL CONDITIONS**

1. Termination for Convenience. Either party may terminate this Contract at any time by giving the other party thirty (30) calendar day's written notice of termination for convenience ("Notice of Termination for Convenience"). Termination for convenience shall be effective at 11:59 p.m. on the intended date for termination (the "Termination Date") after either party has delivered to the other a notice specifying the date upon which such termination will become effective. Termination for convenience shall have no effect upon the rights and obligations of the parties arising out of any services which were provided prior to the effective date of such termination. Contractor shall be paid for all work satisfactorily completed prior to the effective date of termination. After receiving a Notice of Termination for Convenience, Contractor shall, unless directed by County, place no further subcontracts for services or materials, terminate all subcontracts to the extent they relate to the work terminated, and settle all outstanding liabilities arising from the termination of subcontracts. County shall return any sums held back as retainage.
  
2. Termination for Cause. If any of the following occur, either party shall have the right to terminate this Contract effective immediately upon giving written notice to the other party, without penalty. Rights or obligations of either party for services satisfactorily performed prior to the termination shall not be affected.
  - 2.1. Either party has failed to perform its duties in a timely and professional manner, and such failure constitutes a material breach and has not been cured within ten (10) working days after having received written notice thereof.
  - 2.2. Due to Non-Appropriation of Funds, as defined under Section 7 of this Exhibit C.
  - 2.3. Failure to comply with the insurance requirements specified in Section 11, Exhibit C of this Contract.
  
3. Party Obligations.

If this Contract terminates for cause, County may require Contractor to transfer title and deliver to County, as directed by County, any: (i) completed deliverables; and (ii) partially completed deliverables. Upon direction of County, Contractor shall also protect and preserve property in its possession in which County has an interest.
  
4. Status of the Parties' Officers/Employees/Agents. Contractor, its officers, agents, employees, contractors and subcontractors, shall at all times during this Contract be independent contractors. Neither party's officers, employees, agents, partners, or any other personnel, contractors, subcontractors, or consultants provided by the other in performing under this Contract shall be deemed to be an employee of the other party at any time. Nothing in this Contract shall be construed as creating a civil service employer-employee relationship, partnership or a joint venture relationship between the parties, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this Contract. Notwithstanding, the services contracted for under this Contract shall be provided by Contractor in a manner consistent with all applicable standards and regulations governing such services. No officer, employee, agent, partner, or other contractor, subcontractor, or consultant provided by Contractor shall be eligible for membership

B-26 43

in or any benefits from any County group plan for hospital, surgical, or medical insurance, or for membership in any County retirement program, paid vacation, paid sick leave, other leave, with or without pay, collective bargaining rights, permanent civil service status, grievance procedures, appeals to the Civil Service Commission or any other benefits which inure to or accrue to a County civil service employee. The only performance and rights due to each party are those specifically stated in this Contract or existing as a matter of law.

5. Qualified Personnel. If a professional or occupational license or certificate is required by the laws and regulations of the State of California for the County to perform the County's responsibilities, as outlined in Section 2.2 and Section 10 of this Contract, County warrants that personnel provided by County will at all times be properly licensed, certified, or otherwise professionally trained. Contractor agrees that each consulting person performing the Services in connection with this Contract shall have the qualifications and shall fulfill the requirements set forth in this Contract. Contractor agrees that any employees hired that will perform Services relative to this Contract will be subject to a reference and background check prior to their being assigned to this project. Contractor and its consulting personnel shall have experience, training, and expertise at least equal to prevalent industry standards applicable to such personnel for their responsibilities in the business in which Contractor is engaged and shall have sufficient knowledge of the relevant aspects of the Services and the County's practices to enable them to properly perform the duties and responsibilities assigned to them in connection with this Contract. Contractor shall obtain and maintain all appropriate licenses, certificates, permits and any other authorization required by all federal, state, and local laws, rules, regulations, guidelines and directives for the provision of the Services. If either party is not reasonably able to provide qualified personnel to perform its material obligations hereunder, the other party may, at its sole discretion, immediately terminate this Contract for cause upon written notice. Rights or obligations of either party for services satisfactorily performed prior to the termination shall not be affected.
6. Authority. Contractor represents that it is, and will remain throughout the term of this Contract, a Minnesota corporation in good standing and is certified through the California Secretary of State to transaction business in the State of California. Any individual executing this Contract on behalf of Contractor represents and warrants that he or she is duly authorized to execute and deliver this Contract on behalf of the Contractor, and that this Contract is binding upon said Contractor in accordance with its terms.
7. Non-Appropriation of Funds. This Contract is subject to the fiscal provisions of County. This Contract will terminate without additional compensation for work not performed (1) at the end of any fiscal year in the event that funds are not appropriated for the following fiscal year, or (2) at any time within a fiscal year in the event that funds are not appropriated for a portion of the fiscal year and funds for this Contract are no longer available. In the event of any such termination, County will be liable for payment in accordance with the terms of this Contract for services performed prior to the effective date of termination, and Contractor shall be released from any obligation to provide further services pursuant to this Contract as are affected by the termination.
8. Indemnification.

Contractor shall defend, indemnify and hold harmless the County, its officers and employees from all claims, demands, damages, costs, expenses, judgments, attorney fees, liabilities or other losses that may be asserted by any person or entity, and that arise out of or are made in connection with the acts or omissions relating to the performance of any duty, obligation, or work hereunder. The obligation to indemnify shall be effective and shall extend to all such claims and

losses, in their entirety, even when such claims or losses arise from the comparative negligence of the County, its officers and employees. However, this indemnity will not extend to any claims or losses arising out of the sole negligence or willful misconduct of the County, its officers and employees.

The preceding paragraph applies to any theory of recovery relating to said act or omission, by the Contractor, or its agents, employees, or other independent contractors directly responsible to Contractor including, but not limited to the following:

- 8.1. Violation of statute, ordinance, or regulation.
- 8.2. Professional malpractice.
- 8.3. Willful, intentional or other wrongful acts, or failures to act.
- 8.4. Negligence or recklessness.
- 8.5. Furnishing of defective or dangerous products.
- 8.6. Premises liability.
- 8.7. Strict Liability.
- 8.8. Violation of civil rights.
- 8.9. Violation of any federal or state statute, regulation, or ruling resulting in a determination by the Internal Revenue Service, California Franchise Tax Board or any other California public entity responsible for collecting payroll taxes, when the Contractor is not an independent contractor.

It is the intent of the parties to provide the County the fullest indemnification, defense, and hold harmless rights allowed under the law. If any word(s) contained herein are deemed by a court to be in contravention of applicable law, said word(s) shall be severed from this Contract and the remaining language shall be given full force and effect.

B-24  
45

9. Insurance.

Contractor, at its sole cost and expense, shall purchase and maintain the insurance policies set forth below on all of its operations under this Contract. Such policies shall be maintained for the full term of this Contract and the related warranty period (if applicable) and shall provide products/completed operations coverage for four (4) years following completion of Contractor's work under this Contract and acceptance by the County. Any failure to comply with reporting provisions(s) of the policies referred to above shall not affect coverage provided to the County, its officers, employees, volunteers and agents. For purposes of the insurance policies required hereunder, the term "County" shall include officers, employees, volunteers and agents of the County of San Luis Obispo, California, individually or collectively.

9.1. Minimum Scope and Limits of Required Insurance Policies

The following policies shall be maintained with insurers authorized to do business in the State of California and shall be issued under forms of policies satisfactory to the County:

a. Commercial General Liability Insurance Policy ("CGL")

Policy shall include coverage at least as broad as set forth in Insurance Services Office (herein "ISO") Commercial General Liability coverage. (Occurrence Form CG 0001) with policy limits not less than the following:

\$1,000,000 each occurrence (combined single limit);

\$1,000,000 for personal injury liability;

\$1,000,000 general aggregate.

The general aggregate limits shall apply separately to Contractor's work under this Contract.

b. Business Automobile Liability Policy ("BAL")

Policy shall include coverage at least as broad as set forth in Insurance Services Office Business Automobile Liability Coverage, Code 1 "Any Auto" (Form CA 0001). This policy shall include a minimum combined single limit of not less than One-million (\$1,000,000) dollars for each accident, for bodily injury and/or property damage. Such policy shall be applicable to vehicles used in pursuit of any of the activities associated with this Contract. Contractor shall not provide a Comprehensive Automobile Liability policy which specifically lists scheduled vehicles without the express written consent of County.

c. Worker's Compensation and Employers' Liability Insurance Policy ("WC/EL")

This policy shall include at least the following coverage's and policy limits:

1. Workers' Compensation insurance as required by the laws of the State of California; and

B-24  
46

2. Employer's Liability Insurance Coverage B with coverage amount not less than one-million (\$1,000,000) dollars each accident / Bodily Injury (herein "BI"); one-million (\$1,000,000) dollars policy limit BI by disease; and, one-million (\$1,000,000) dollars each employee BI disease.

d. Professional Liability Insurance Policy ("PL")

This policy shall cover damages, liabilities, and costs incurred as a result of Contractor's professional errors and omissions or malpractice. This policy shall include a coverage limit of at least One-Million Dollars (\$1,000,000) per claim, including the annual aggregate for all claims (such coverage shall apply during the performance of the services under this Contract and for two (2) years thereafter with respect to incidents which occur during the performance of this Contract). Contractor shall notify the County if any annual aggregate is eroded by more than seventy-five percent (75%) in any given year.

9.2. Deductibles and Self-Insurance Retentions

Any deductibles and/or self-insured retentions which apply to any of the insurance policies referred to above shall be declared in writing by Contractor and approved by the County before work is begun pursuant to this Contract. At the option of the County, Contractor shall either reduce or eliminate such deductibles or self-insured retentions as respect the County, its officers, employees, volunteers and agents, or shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and/or defense expenses.

9.3. Endorsements

All of the following clauses and endorsements, or similar provisions, are required to be made a part of insurance policies indicated in parentheses below:

- a. A "Cross Liability", "Severability of Interest" or "Separation of Insured" clause (CGL & BAL);
- b. The County of San Luis Obispo, its officers, employees, volunteers and agents are hereby added as additional insured with respect to all liabilities arising out of Contractor's performance of work under this Contract (CGL & BAL);
- c. If the insurance policy covers an "accident" basis, it must be changed to "occurrence" (CGL & BAL)
- d. This policy shall be considered primary insurance with respect to any other valid and collectible insurance County may possess, including any self-insured retention County may have, and any other insurance County does possess shall be considered excess insurance only and shall not be called upon to contribute to this insurance (CGL, BAL, & PL);
- e. No cancellation or non-renewal of this policy, or reduction of coverage afforded under the policy, shall be effective until written notice has been given at least thirty (30) days prior to the effective date of such reduction or cancellation to County at the address set forth below (CGL, BAL, WC /EL & PL);

B-26  
47

- f. Contractor and its insurers shall agree to waive all rights of subrogation against the County, its officers, employees, volunteers and agents for any loss arising under this Contract (CGL); and
- g. Deductibles and self-insured retentions must be declared (All Policies).

9.4. Absence of Insurance Coverage

County may direct Contractor to immediately cease all activities with respect to this Contract if it determines that Contractor fails to carry, in full force and effect, all insurance policies with coverage's at or above the limits specified in this Contract. Any delays or expense caused due to stopping of work and change of insurance shall be considered Contractor's delay and expense. At the County's discretion, under conditions of lapse, the County may purchase appropriate insurance and charge all costs related to such policy to Contractor.

9.5. Proof of Insurance Coverage and Coverage Verification

Prior to commencement of work under this Contract, and annually thereafter for the term of this Contract, Contractor, or each of Contractor's insurance brokers or companies, shall provide County a current copy of a Certificate of Insurance, on an Accord or similar form, which includes complete policy coverage verification, as evidence of the stipulated coverage's. The County of San Luis Obispo shall be an additional named insured. All of the insurance companies providing insurance for Contractor shall have, and provide evidence of, a Best Rating Service rate of A VI or above. Upon request, the County of San Luis Obispo is entitled to receive a copy of the whole policy and not just the "face sheet." The Certificate of Insurance and coverage verification and all other notices related to cancellation or non-renewal shall be mailed to:

Janette Pell  
Chief Information Officer  
County of San Luis Obispo  
Information Technology Department  
County Government Center, Room 400  
San Luis Obispo, CA 93408

- 10. The parties expressly agree that the indemnification and insurance clauses in this Contract are an integrated part of the performance exchanged in this Contract. The compensation in this Contract includes compensation for the risks transferred to Contractor by the indemnification and insurance clauses.
- 11. If Contractor fails or refuses to procure or maintain the insurance required by this paragraph or fails or refuses to furnish County with required proof that insurance has been procured and is in force and paid for, County shall have the right, at County's election, to forthwith terminate the Contract.

B-26  
48

12. Records.

- A. Contractor shall keep complete and accurate records with respect to its performance of the Services under this Contract and any records required by law or government regulation. All such records shall be maintained in accordance with generally accepted accounting principles. Contractor shall make such records available to County upon request. Such records, together with supporting documents, shall be maintained for a period of five (5) years after receipt of final payment.
- B. Contractor shall assure the confidentiality of any records that are required by law to be so maintained. County and Contractor mutually agree to maintain as confidential all proprietary information which they may become aware of as a result of installing and maintaining the system or being on County premises in connection with installation, maintenance or training. Contractor agrees to take all reasonable steps to protect the County's confidential and proprietary information from disclosure to third parties as with its own proprietary and confidential information. Contractor shall not, without County's prior written consent, disclose, provide, or make available any of County's confidential or proprietary information in any form to any person, except to County's employee's or third parties whose access is necessary to enable such person to exercise its rights hereunder.
- C. Contractor shall prepare and forward such additional or supplemental records as County may reasonably request.

13. Accounting.

Contractor shall maintain accounting records in accordance with generally accepted accounting principles. Contractor shall obtain the services of a qualified bookkeeper or accountant to ensure that accounting records meet this requirement.

Contractor shall maintain acceptable books of accounts which include, but are not limited to, a general ledger, cash receipts journal, cash disbursements journal, general journal and payroll journal.

Contractor shall record costs in a cost accounting system that clearly identifies the source of all costs. Contract costs shall not be co-mingled with other project costs, but shall be directly traceable to contract billings to County.

The use of worksheets to produce billings shall be kept to a minimum. If worksheets are used to produce billings, all entries should be documented and clearly traceable to Contractor's cost accounting records.

All accounting records and supporting documentation shall be retained for a minimum of five (5) years or until any audit findings are resolved, whichever is later. Contractor shall safeguard the accounting records and supporting documentation.

Contractor shall make accounting records and supporting documentation available on demand to County for inspection and audit. Disallowed costs shall be repaid to County. County may require at its own expense, an audit of Contractor's accounting records to be conducted by an accountant licensed by the State of California. The audit shall be presented to the County Auditor-Controller within thirty (30) days after completion of the audit.

B-26  
49

- 14. Cost Disclosure.  
Pursuant to Government Code section 7550, if the total cost of this Contract is over \$5,000, Contractor shall include in all final documents and in all written reports submitted a written summary of costs, which shall set forth the numbers and dollar amounts of all contracts and sub-contracts relating to the preparation of such documentation or written report. The contract and sub-contract numbers and dollar amounts shall be contained in a separate section of such document or written report..
  
- 15. Additional Services.  
Any new or additional deliverables or services that are not described in Exhibit A (Statement of Work) shall not be effective except by means of an amendment to this Contract. Any amendment that requires the payment of additional compensation in excess of the maximum compensation set forth on Exhibit B is subject to the approval of the County Board of Supervisors.
  
- 16. No Assignment of Contract.  
This Contract is intended to secure the specialized Services described in this Contract. Neither party shall delegate its rights or obligations under this Contract and shall not assign or otherwise transfer its rights or obligations or any interest herein without the express prior written consent of the other party. Any attempted assignment, transfer, delegation, hypothecation or subletting without the other party's prior written consent shall be null and void.
  
- 17. Applicable Law and Venue.  
This Contract has been executed and delivered in the State of California and covers services to be performed in California. The parties agree that issues of validity, interpretation and enforcement shall be governed and determined by the laws of the State of California. All of the parties' rights and obligations created hereunder shall be performed in the County of San Luis Obispo, State of California and such County shall be the venue for any action or proceeding that may be brought, or arise out of, this Contract.
  
- 18. Severability.  
The invalidity of any provision of this Contract shall not affect the validity or enforcement of any other provision of this contract.
  
- 19. Entire Contract and Modifications. This Contract, and its Exhibits, supersedes all previous contracts on the same subject and constitutes the entire understanding of the parties hereto. No changes, amendments or alterations shall be effective or binding unless in writing and signed in advance of the effective date by both parties. This integrated Contract is composed of this Contract and the following Exhibits:
  - Exhibit A, Statement of Work
  - Exhibit B, Compensation
  - Exhibit B-1, Fee Schedule
  - Exhibit C, General Conditions
  - Exhibit D, Special Conditions

B-24  
5D

20. Disentanglement. Contractor warrants that in the event of any expiration or termination of this Contract, Contractor will take all actions necessary to accomplish a complete and timely transition to the County, or to any replacement provider, of the Services being terminated (a "Disentanglement") without any material impact on the Services. Contractor shall cooperate with County and otherwise take all steps reasonably required to assist County in effecting a complete and timely Disentanglement. Contractor shall provide County with all information regarding the Services or is otherwise needed for Disentanglement.

10-26  
51

**EXHIBIT D**

**SPECIAL CONDITIONS**

1. Contractor is required to comply with the County's security policies, will be required to sign a Third Party Application for Remote Access form, and will be required to adhere to HIPAA regulations if access to individually identifiable health information is necessary to perform this Contract.
2. Subject to County's fulfillment of its payment obligations hereunder, Contractor warrants that its work, pursuant to the Statement of Work, will be work made for hire, and County shall be the owner. All documents and computer files prepared in the course of providing the Services under this Contract shall be the sole property of the County, unless otherwise agreed to by County and County.
3. Copyright Indemnity – Contractor agrees to defend, at its expense, any suits against the County of San Luis Obispo based upon a claim that any item of Software furnished under this Agreement directly infringes a patent or copyright and to pay any and all costs and damages (including attorney's fees) finally awarded in any such suit.
4. Ownership of Trademarks – Contractor acknowledges that County is and shall remain the owner of all right, title, and interest in and to each of its Marks in any form whatsoever, and all goodwill associated with each of its Marks.

B-26  
52