County of San Luis Obispo
GENERAL SERVICES AGENCY
Janette D. Pell, Director

REQUEST FOR PROPOSAL PS-# 1158
PROBATION COLLECTION CASE MANAGEMENT SYSTEM REPLACEMENT

January 27, 2012

The County of San Luis Obispo is currently soliciting proposals for a Probation Department collection case management system to replace a mainframe collection system application. The system must be able to bill and post fines, fees and restitution from probationers including jointly and severally cases (multiple defendants which could include adult and juvenile offenders) for court ordered debt and electronically coordinate with Franchise Tax Board's (FTB) Court Ordered Debt Collections (CODC) and Interagency Intercept Collections (IIC) Programs. It also must be capable of collecting fees for several other agencies such as S.L.O. County Drug and Alcohol Services, Public Defender fees for the County's Administrative Office and other non-County agencies. Included in this Request for Proposal (RFP) are product, services and training as describe in more detail in this RFP.

Each proposal shall specify each and every item as set forth in the attached specifications. Any and all exceptions must be clearly stated in the proposal. Failure to set forth any item in the specifications, without taking exception, may be grounds for rejection. The County reserves the right to reject any and all proposals and to waive any irregularity or informality in any proposal or in the Request for Proposal (RFP) process, as long as, in the judgment of the County, such action will not negate fair competition and will permit proper comparative evaluation of the proposals submitted.

This Request for Proposal is posted on the County's Purchasing website at http://www.slocounty.ca.gov/GSA/Purchasing/Current_Formal_Bids_and_Proposals.htm. Any changes, additions, or deletions to this Request for Proposal will be in the form of written addenda issued by the County. Any addenda will be posted on the website. Prospective proposers must check the website for addenda or other relevant new information during the response period. The County is not responsible for the failure of any prospective proposer to receive such addenda. All addenda so issued shall become a part of this Request for Proposal.

If your firm is interested and qualified, please submit six (6) printed copies and one (1) electronic copy (on CD or DVD) of your proposal by **3:00 p.m. PST on Tuesday, February 28, 2012** to:

County of San Luis Obispo
Phill Haley, Purchasing
1087 Santa Rosa Street
San Luis Obispo, CA 93408

If you have any questions about the proposal process, please contact me. All other questions pertaining to the content of this Request for Proposal must be made in writing via e-mail to Edward Liebscher @ eliebscher@co.slo.ca.us. All questions will receive a response within five business days. The question and its response will be posted (anonymously) on the Probation Collection Case Management Replacement System Question and Answer Internet site: http://www.slocounty.ca.gov/it/pcmrfp.htm .

The County reserves the right to determine the appropriateness of comments / questions that will be posted on the website.

Phill Haley
Buyer – GSA Purchasing
phaley@co.slo.ca.us

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1. LOCAL VENDOR PREFERENCE

The County has established a local vendor preference. When quality, service, and other relevant factors are equal, responses to Requests for Proposals will be evaluated with a preference for local vendors. Note the following exceptions:

1. Those contracts which State Law or, other law or regulation precludes this local preference.
2. Public works construction projects.

A "local" vendor preference will be approved as such when 1) The vendor conducts business in a fully staffed office with a physical address within the County of San Luis Obispo; 2) The vendor holds a valid business license issued by the County or a city within the County; and 3) The vendor has conducted business at the local address for not less than six (6) months prior to the due date of this Request for Proposal..

Proposals received in response to this Request for Proposal will be evaluated by the Selection Committee considering the local vendor preference described above when quality, service and other relevant factors are equal. The burden of proof will lie with proposers relative to verification of "local" vendor preference. Should any questions arise, please contact a buyer at (805) 781-5200.

	YES	NO
Do you claim local vendor preference?		
Do you conduct business in an office with a physical location within the County of San Luis Obispo?		
Business Address:		
Years at this Address:		
Does your business hold a valid business license issued by the County or a City within the County?		
Name of Local Agency which issued license: _____		

Business Name: _____

Authorized Individual: _____ Title: _____

Signature: _____ Dated: _____

2. PROPOSAL SUBMITTAL AND SELECTION PROCESS

2.1 All proposals in response to this Request for Proposal (RFP), consisting of quantity six (6) printed copies and one (1) electronic copy on CD or DVD in either Adobe PDF or Microsoft Word 2003 or later format, must be received by mail, recognized carrier, or hand delivered no later than 3:00 p.m. PST on Tuesday, February 28, 2012. Late proposals will not be considered and will be returned, unopened.

2.2 All correspondence should be directed to:

ATTENTION: Phill Haley
San Luis Obispo County
GSA Purchasing
1087 Santa Rosa Street
San Luis Obispo, CA 93408
Telephone: (805) 781-5904

2.3 All costs incurred in the preparation and submission of proposals and related documentation will be borne by the proposer.

2.4 It is preferred that all proposals be submitted on recycled paper, printed on two sides.

2.5 Selection of qualified proposers will be by an impartial Selection Committee using an approved County procedure for awarding professional contracts. Selection will be made on the basis of the proposals as submitted, although the County reserves the right to interview applicants as part of the selection process. The proceedings of the Selection Committee are confidential, and members of the Selection Committee are not to be contacted by the proposers.

2.6 This Request for Proposal does not constitute an offer of employment or to contract for services.

2.7 The County reserves the option to accept or reject any or all proposals, wholly or in part, received by reason of this request, and to make more than one award, or no award, as the best interests of the County may appear.

2.8 All documents submitted to the County in response to this Request for Proposal will become the exclusive property of the County and may be returned to the proposer or kept by the County, in the County's sole discretion.

2.9 All proposals shall remain firm for 90 days following closing date for receipt of proposals.

2.10 The County reserves the right to award the contract to the firm who presents the proposal which in the judgment of the County, best accomplishes the desired results, and shall include, but not be limited to, a consideration of the professional service fee.

2.11 Any contract awarded pursuant to this Request for Proposal will incorporate the requirements and specifications contained in this Request for Proposal. All information presented in a proposer's proposal will be considered binding upon

selection of the successful proposer, unless otherwise modified and agreed to by the County during subsequent negotiations.

2.12 The successful proposer is expected to execute a contract similar to the contract in Appendix A. This sample contract is for reference to the anticipated terms and conditions governing the County and the successful proposer. The proposer must take exception in their proposal to any section of the attached contract they do not agree with. Failing to do so will be deemed as acceptance by the proposer to the terms spelled out in the sample contract. The County reserves the right, in its sole discretion, to add, delete, or modify, or negotiate additional terms and conditions to the attached contract. BEFORE BEGINNING ANY WORK OR SUBMITTING A PROPOSAL IT IS ADVISED THAT PROPOSERS READ THE COUNTY INSURANCE AND INDEMNIFICATION REQUIREMENTS IN THE ATTACHED SAMPLE CONTRACT. The selected proposer will be asked to provide evidence that County insurance requirements have been met. See Appendix A – Sample County Contract, and in the Sample County Contract the insurance requirements are found in Exhibit B.

2.13 Under the provisions of the California Public Records Act (the "Act"), Government Code section 6252 et seq., all "public records" (as defined in the Act) of a local agency, such as the County, must be available for inspection and copying upon the request of any person. Under the Act, the County may be obligated to provide a copy of any and all responses to this Request for Proposal, if such requests are made after the contract is awarded. One exception to this required disclosure is information which fits within the definition of a confidential trade secret [Government Code section 6254(k)] or contains other technical, financial or other data whose public disclosure could cause injury to the proposer's competitive position. If any proposer believes that information contained in its response to this Request for Proposal should be protected from disclosure, the proposer MUST specifically identify the pages of the response that contains the information by properly marking the applicable pages and inserting the following notice in the front of its response:

> ***NOTICE:*** *The data on pages identified by an asterisk (*) contain technical or financial information, which are trade secrets, or information for which disclosure would result in substantial injury to the proposer's competitive position. Proposer requests that such data be used only for the evaluation of the response, but understands that the disclosure will be limited to the extent the County considers proper under the law. If an agreement is entered into with the proposer, the County shall have the right to use or disclose the data as provided in the agreement, unless otherwise obligated by law.*

The County will not honor any attempt by proposer to designate its entire proposal as proprietary. If there is any dispute, lawsuit, claim or demand as to whether information within the response to the Request for Proposal is protected from disclosure under the Act, proposer shall indemnify, defend, and hold harmless, the County arising out of such dispute, lawsuit, claim or demand.

2.14 An electronic copy of your proposal must be included. This electronic copy should include all documents being submitted combined into one Adobe Acrobat (pdf) file on a CD, using this convention for the file name: FIRM NAME + RFP NUMBER (e.g., if

your firm is Acme Inc. and you are responding to RFP #1101, your Acrobat (pdf) file would be named: **ACME 101.pdf**)

Additionally, if you deem any part of your proposal as proprietary and not to be disclosed under the California Public Records Act as explained in item 2.13 above, please mark the CD with the phrase "Proprietary Information Included". This can be hand written or printed on the CD label.

2.15 Tentative Schedule of Events

The following timetable is provided to assist proposers. The County reserves the right to modify, in its sole discretion, the RFP schedule below:

Date	**Event**
January 27, 2012	RFP Release Date
February 10,2012	Final day for proposers to email questions (see page 1) by 5:00 PM PST
February 28, 2012	Proposals Due (3:00 PM PST)
March 16, 2012	All Applicants will be notified by email by 5:00 p.m. PST if they have been selected as part of the short list and are invited to present their system via webinars
March 26-30, 2012 (to be scheduled between County and Contractor)	Mandatory Proposer Presentations (Proposer Finalists) – webinars / in person – Vendor's choice
April 6, 2012	Finalist Selection and notification via email
June 15, 2012	Contract Negotiations & Preparation Complete
July 10, 2012	Board of Supervisors Contract Approval

Note: Proposer presentations are an integral part of the selection process and shall be done in person at a site to be held in San Luis Obispo, CA or via webinar – vendor's choice. Firms that cannot demonstrate their approach to providing a system capable of billing and posting fines, fees and restitution from probationers including jointly and severally cases for court ordered debt; electronically coordinating with Franchise Tax Board's (FTB) Court Ordered Debt Collections and Interagency Intercept Collections Programs; and collecting fees for several other agencies such as S.L.O. County Drug and Alcohol Services, Public Defender fees for the County's Administrative Office and other non-County agencies, may be eliminated at the discretion of the County and other participants advanced. Notwithstanding, the County reserves the right, in its sole discretion, to forego the presentation portion of the selection process.

2.16 The County, through an impartial Selection Committee, will evaluate proposals using the criteria described below, and possible follow up conversations with the finalists. Proposals that are late, that do not comply with proposal instructions, are not

demonstrable, or those that take exceptions to mandatory requirements may be eliminated without further consideration. The impartial Selection Committee will evaluate the responses to the RFP and make a recommendation to the deciding authority. The award of the contract will be based upon the recommendation of the Selection Committee and the deciding authority. All other proposals conforming to RFP submittal requirements will be given a thorough and objective review, based on the following criteria (not listed in order of importance):

- Overall responsiveness, quality, attention to detail, and general understanding of the RFP requirements.
- Local Vendor Preference Questionnaire response (when quality, service, and other relevant factors are equal).
- An evaluation of company background. The County may request further information regarding the financial stability of the proposer.
- References showing demonstrated success with work similar to that outlined in this RFP, with emphasis on California city, county or State government clients.
- A consideration of the value offered in the proposal including overall cost.
- An evaluation of completed Requirements Matrix (see 6.8, portions of Appendix B where indicated and Appendix C) and other responses to the requirements as defined in this RFP.
- An evaluation of demonstrated knowledge of your public resource agenda system that enables agendas, staff reports, correspondence and video content to be available to the public for viewing via the Internet including meeting minute creation, public comment prior to meeting, document upload and web streaming.
- An evaluation of prior and related experience, qualifications, and project implementation.
- An evaluation of presentations (finalist candidates only).
- An evaluation of the time required to implement the solution.
- An evaluation of the time needed to train County staff.
- Any other criteria the County deems to be appropriate.
- A list of all California city, county or State government clients

2.17 The County anticipates reviewing all proposals and developing a list of the top finalists. The County is under no obligation to explain why a proposer was or was not selected as a finalist. The County reserves the right to go back and talk with any proposer at any time.

2.18 The County's selection of the successful final proposer will be made on the basis of the proposals, as submitted by the deadline date. The final proposer will be selected based upon the selection criteria listed above and on possible follow up conversations with the finalists.

2.19 The County retains the right to meet with proposers at any time to gather additional information as part of the selection process. The County reserves the right to award the contract to the proposer who presents the proposal which, in the judgment of the County, best accomplishes the desired results. The County will take the proposed professional service fee under consideration. However, the County is under no obligation to award this contract to the proposal that represents the lowest cost. Upon the conclusion of the finalist process, the County may reject all proposals, enter into negotiations with one or more finalists, or enter into a contract with the selected finalist, or finalists, to the extent one or more contracts is awarded.

2.20 The proposer shall provide within one week after the Notice of Award is issued a certificate of liability insurance naming the County of San Luis Obispo and its employees and officers as additionally named insured. This shall be maintained in full force and effect for the duration of the contract and must be in an amount and format satisfactory to the County. (See Exhibit B, Section 6 of Appendix A – Sample County Contract.)

3. PROPOSAL SUBMITTAL FORMAT

3.1 Proposal Paper

It is preferred that the five (5) printed proposal be submitted on recycled paper, printed on two sides in portrait format. Landscape format is acceptable for a subset of information that won't fit well in portrait format. If information spans more than one page in landscape format, the pages of information should be readable one above the other when the bound edge, aligned on the left side, is rotated 90 (ninety) degrees to the right.

3.2 Proposal Format

Proposers are required to follow the proposal format specified in this RFP. The proposal should provide a straightforward, concise description of the proposer's ability to meet the requirements of the RFP, including the expected cost details of the project. Emphasis will be on completeness, clarity of content, responsiveness to the requirements, and an understanding of the County's needs as presented in the RFP (see section 2, Proposal Submittal and Selection Process). The proposal should contain only information that directly responds to the RFP.

All of the sections listed below must appear in the submitted proposal in the order shown here. If any sections do not apply or are optional to the proposal, include the section with a statement of nonapplicability. Non-conformance to this designated format may be considered grounds for disqualifying proposals.

3.2.1 Title Page –

- Project Name
- Applicant or Firm Name

3.2.2 Section 1 – Offer Letter

Proposers must include a letter signed by a representative authorized to commit the proposing entity in contractual matters which includes:

- Project Name
- Applicant or Firm Name
- A statement that your company meets the mandatory requirements outlined in 'Appendix C – Probation Collection Case Management System Replacement Requirements Matrix'.
- The offer letter must contain the following statement, "Proposer expressly acknowledges that we have read the indemnification and insurance provisions in Sample Contract in Appendix A, Exhibit B, and will comply with all terms and conditions as written."
- The offer letter must include an exception to any section of the attached contract the proposer does not agree with. Failing to do so will be deemed as acceptance by the proposer to the terms spelled out in the sample contract.
- A specification of who should be contacted in follow-up to your response along with their contact information.

3.2.3 Section 2 – Executive Summary

Proposers must include an Executive Summary. This part of the response to the RFP should be limited to a brief narrative highlighting the proposer's proposal. The summary should contain as little technical jargon as possible and should be oriented toward non-technical personnel. Please include any benefits your company has over your competitors.

3.2.4 Section 3 – Firm Qualifications

Proposer must provide their response to the following statements and questions in this section of their proposal. Please see Appendix E and Appendix F for the form to be completed by you.

1. Name of Company.
2. Name of Parent Company if applicable.
3. Company website address.
4. Address of proposer location that will service this account.
5. Number of years the company has been in business.
6. Is your company a California corporation or limited liability company? If you are a non-California corporation or limited liability company, is your company registered with the California Secretary of State to transact business in California?
7. Does your company have a California street address and telephone number for purposes of Service of Process? If so, please provide the name, address, and telephone number.
8. Is your organization anticipating any expansion or re-organization within the next year? If yes, please briefly describe this.
9. How many employees are in your company?
10. How many individuals are qualified to deliver the services specified in Section 6, Project Background, Scope and Requirements?
11. Is your corporation listed on a Government Barment list?
12. Qualifications of personnel to be assigned to this project.

13. Proof that your company has provided a reliable product over the past five (5) years as described in the mandatory requirements documented in this RFP (Appendix E and Appendix F).
14. Outline of projects completed in the past five (5) years that are directly related to this project. Contractor is required to demonstrate specific design and project expertise relating to the requirements of the Project Scope (Section 6.3).
15. Please state how often your software would be upgraded, how much notice you will provide County before the upgrade, and whether you will provide us with notes of what is changed in the upgrade.

3.2.5 Section 4 – Proposed Solution

Refer to the Project Background, Scope and Requirements (section 6 below) for details on the County's service needs and requirements. In completing this section please respond to the following and include details as appropriate.

1. Provide details on how you could meet or exceed the requirements listed in this RFP.
2. Attach a copy of the completed Word document, a copy of which is provided in 'Appendix C – Probation Collection Case Management System Replacement Requirements Matrix'. Your response to the Requirements Word document may be downloaded from the SLO County website here: HTTP://WWW.SLOCOUNTY.CA.GOV/GSA/PURCHASING/CURRENT_FORMAL_BIDS_AND_PROPOSALS.HTM
3. Provide details on the type of equipment that will be used to deliver these services to the County, and if any equipment or facilities are needed by your company to deliver these services.
4. Indication of information and participation the proposer will require from County staff.

3.2.6 Section 5 – Alternative Proposed Solution (Optional)

Briefly describe how your company can meet the requirements through alternative solutions, if any.

3.2.7 Section 6 – Additional Comments (Optional)

Please provide any other materials, suggestions, and comments you deem appropriate, if any.

3.2.8 Section 7 – References

Provide at least five (5) customer references in city, state or county government who have used your services during the past five (5) years for the Probation Collection Case Management System Replacement. Include the name, address and phone number of the individual to contact for referral. Please include a brief description of the services you have provided and the duration of your service delivery.

3.2.9 Section 8 – Cost Proposal

Each proposal must be submitted with applicable completed cost proposals showing project costs. The proposed project costs must be quoted according to the provided sample format in Appendix D.

The proposed project costs must be quoted according to the following instructions and format. This embedded table includes amounts for illustration purposes only and is not intended to imply any expectation as to budget, quantity, or price.

Pricing proposals shall include all costs to the County for Software, Annual Maintenance, Training, Professional Services, Storage, and Hardware. Please include a price for purchasing, lease with our county hosting all the data, and lease with the vendor hosting all the data. The scope of services and terms regarding ownership of system will be negotiated and included in the final contract. Forms are provided in Appendix D for your use in quoting for any of the following solutions: Software as a Service (SaaS), Application Service Provider (ASP), or County hosted.

Pricing proposals shall include all costs associated with converting current open case data from the LQ mainframe system into the new system. Please propose a cost for a designated number of migrations to ensure accuracy and a cost for an unlimited number of migrations to ensure accuracy.

Vendors are encouraged to provide explanations where needed for clarification. If a cost is based on an assumption made by the Vendor, please explain each assumption in your pricing section.

Vendors are cautioned against providing a single price without adequate detail. The County requires all costs to be broken down in detail. Each of the individual cost components must be line items in each cost table.

Services must be presented as “Not to Exceed Time and Materials” amounts. Identify the billable rate for each team member. The rate you specify will include all overhead costs and profit. All services must be broken down according to the deliverables specified in the proposed scope of work. Costs must be proposed on a per deliverable basis and will be paid upon completion and written acceptance by the County by an authorized person for that deliverable. Cost estimates should include all direct and indirect costs applicable to the performance of the services proposed.

Costs associated with project management, implementation (i.e. setting up the database, security, workflow rules, and configuration), customization and adaptation of software must be separately identified in the Services section. These costs should include all labor, travel, lodging, meals, car rental, and expenses required to complete the system.

Software pricing must include software that is part of your unique solution set, such as your in-house software or any third party software costs necessary to provide the services and functionality you commit to providing as identified in ‘Appendix B – Probation Collection Case Management System Replacement Requirements Matrix’.

<u>License fees must be proposed as fixed price. Please fill out the applicable Cost Proposals you are quoting using the forms in ‘Appendix D – Cost Proposal’ and include it</u> as part of your RFP response. This document may be downloaded from the San Luis Obispo County purchasing department’s website here:

http://www.slocounty.ca.gov/gsa/purchasing/current_formal_bids_and_proposals.htm. These sample formats are intended to make sure all proposals are compared as fairly and equally as possible. Please fit your pricing model into the tables and feel free to add additional rows as needed.

4. FEES AND INSURANCE

4.1 Propose total fixed fees to complete project as described under Project Scope (Section 6.3 and Appendix D – Cost Proposal). Please complete the Microsoft Word documents provided in Appendix D.

4.2 The selected Contractor will be required to provide insurance coverage in the amount of $1,000,000 General Liability Insurance and $1,000,000 per claim of Professional Liability Insurance. This amount of insurance coverage shall be reflected in your estimated professional fee.

4.3 The Contractor shall provide within five (5) days after the Notice of Award is issued a certificate of liability insurance naming the County of San Luis Obispo and its employees and officers as additionally named insured. This shall be maintained in full force and effect for the duration of the contract and must be in an amount and format satisfactory to the County.

4.4 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. 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.

5. LOCAL VENDOR PREFERENCE

Include the Local Vendor Preference Questionnaire provided in Section 1 of this RFP.

6. PROJECT BACKGROUND, SCOPE AND REQUIREMENTS

6.1 General Information

The County of San Luis Obispo is soliciting responses to this RFP for services needed to provide the Probation Department with a new collection case management system to replace the Probation Department's current collection case management system that has been in use for the past twenty (20) years. The current Probation Department collection case management system was developed using Micro Focus™ COBOL technologies. The Micro Focus™ environment is no longer

supported by the vendor. Under no circumstances shall Contractor sell, license, publish, display, distribute, or otherwise transfer to a third party the County Software or any documentation that was provided in Appendixes B, G, H, I, J or any copy thereof, in whole or part, without prior written consent from Contractor.

6.1.1 The County of San Luis Obispo

Of the current 58 California counties, San Luis Obispo County is one of only 11 original counties established in 1850. The county has over 3,300 square miles of land and a population of over 250,000 people. Employment is principally from tourism, agriculture, education, and local, county, and state government services. San Luis Obispo County has 22 departments and approximately 2,400 employees. Additional information about the County can be accessed via the Web at: http://www.slocounty.ca.gov/Home.htm

6.1.2 County of San Luis Obispo Mission Statement

The County's elected representatives and employees are committed to serve the community with pride and to enhance the economic, environmental, and social quality of life in San Luis Obispo County.

Additional information about the County can be accessed via the web at: www.slocounty.ca.gov.

6.1.3 County Information Technology Environment

County desktop and portable hardware is standardized on HP and Dell products. The County is currently using Windows XP, Windows Vista, and Windows 7, for its desktop operating systems.

The standard productivity suite is Microsoft Office, with versions 2003, 2007, and 2010 in use. Files are exchanged in version 2003 compatible formats.

File and print services are provided by Microsoft file servers. Directory services are provided by Microsoft Active Directory.

Most departments use Windows Server 2003 or later, and/or Linux to host their business applications. Microsoft SQL Server 2005 and 2008 are the primary supported enterprise-level databases.

Data for history load can be provided in comma separated text files, Excel 2003 or later, or Microsoft SQL Server 2005 or later. Contractor needs to specify the data file format required for conversion.

Several hundred virtual servers run on VMware ESX hosts on IBM BladeCenter hardware.

Networking is provided over County-owned fiber optic and leased data circuits that are supported through the centralized General Services Agency - Information Technology (GSA-IT) network group and provides services to approximately 120 remote locations throughout the County. The network group supports Channelized DS3, Point-to-Point, and Ethernet technologies. County-owned fiber is available geographically throughout the County which provides

for gigabit connectivity to most workstations. Leased-line services are provided by local telecom contractors although the need for these services has been decreasing due to an increase in fiber availability.

Internet connectivity is provided via two local telecom contractors. Each Internet connection is 20Mbps. The County has redundant firewalls and provides for multiple restricted demilitarized zones (DMZs) to protect Internet facing servers and the secure County network.

The County's current content management system is Active Network's website content management software version 9.2.

Lotus Domino/Notes is the County standard e-mail and enterprise collaboration tool.

GSA-IT's Technical Support staff is available 7:30 AM until 5:00 PM, Monday through Friday, to assist users with problems. Technical Support is also available after hours or on the weekend for certain critical applications, on an on-call basis.

The County supports a variety of enterprise and departmental applications. Most departments use applications that are:

1. Commercial Off-The-Shelf (COTS) Applications – applications supported by GSA-IT and/or distributed technical staff within County departments.

2. Custom Applications - Custom developed and supported by the County department and/or GSA-IT.

3. Custom Browser Based Applications – Custom developed and supported by the County department and/or GSA-IT.

6.2 Project Background

The Probation Department collects fines, fees and restitution from probationers for court ordered debt. In addition, Probation collects fees for several other agencies such as Drug and Alcohol Services and Public Defender fees for the Administrative Office. Probation has approximately twenty eight thousand five hundred (28,500) active collection accounts that are valued at approximately forty and one half million dollars ($40,500,000).

Probation uses an automated collection management system that was developed by GSA-ITD in the 1990s. This collection system, commonly referred to as LQ, was developed using Micro Focus™ COBOL technologies. The Micro Focus™ environment is no longer supported by the vendor and, whenever feasible, these systems are being phased out (notably LQ and BP are the County's two largest remaining Micro Focus™ applications).

Due to the high volume and value of these cases, Probation Department staff and management relies heavily on the system's availability and functionality.

The LQ collection system no longer meets the Probation Department's functional needs. The LQ collection system does not interface with the Court's system or the Probation case management system, requiring duplicate data entry for system users.

6.3 Project Scope

At its sole discretion, the County of San Luis Obispo reserves the right to modify the steps, timing, or scope of work at any time during this RFP process.

As a result of this project the County will have a contract for a product and service that meets the following primary objectives:

Key objectives of the new system include the capability to:

- Comply with current State collection statutes
- Replace the current LQ mainframe collection system
- Automate Probation workflow processing to include legal notice and due diligence
- Increase Probation management effectiveness through better reporting tools
- State Franchise Tax Board Module – Court Ordered Debt Collections (FTB-CODC) and State Franchise Tax Board – Interagency Intercept Collections (FTB-IIC) Module. Automate the State Franchise Tax Board data interface and exchange (FTB-CODC and FTB-IIC) to include FTB-CODC's administrative fee and FTB-IIC's administrative fee
- Interface with two existing systems (#1. Unidirectional to EFS and #2. Unidirectional to Loryx/Monitor's Case Management System)
- Migrate the current data of all open cases from the mainframe LQ system to the new system
- Confirm the data migration using automated data analysis tools an unlimited amount of times to confirm accurate data migration
- A "Joint and Several" module that is set up for co-defendants and for juveniles with their parents. This debt distribution and reporting is a court-ordered requirement.
- Extracting custom reports and data requires customized programming.
- An automated "workflow" process for line staff and supervisors.
- Vendor supported environment (Windows® based); replacing the difficult to support Micro Focus™ environment
- Vendor supported environment (Windows based) will be fully functional and supported on VMware vSphere v4.x Server (formerly ESX/ESXi) or newer
- Comply with all current California Code distribution requirements – interface with the Probation Department fine distribution breakdown in Microsoft Access / Microsoft SQL server

- Automated workflow processing for case assignment and tracking status of accounts
- Automated collection notices and aging reporting requirements
- Increased management reporting tools that will allow Probation Department supervisors and administrators the ability to monitor debt collection effectiveness and prioritize the daily activities of the collection staff
- Automated electronic interfaces and data exchanges to include data extraction from the Court's and Probation's case management system and data exchanges with the State Franchise Tax Board.
- Automatically interface to EFS for restitution payments and monthly collection distribution
- The product and service will satisfy the mandatory requirements specified in this Request for Proposal
- A Restitution Module which calculates interest at 10% annum and added to the account when the grace period of due date passes and collection fees calculated at 10% or 15% of restitution cases (older cases are court ordered 10% collection fee, newer cases are court ordered 15% collection fee)

The Contract for this project will be approved by the County Board of Supervisors.

6.4 General Requirements, Training, and Documentation

6.4.1 Implementation and training timeframe

The County desires to select and implement a vendor product and have vendor provide training to Probation Department users on the Probation Collection Case Management System Replacement system contracted prior to go live. Training must be provided to approximately 22 Probation Department employees which includes all Probation Department collections, finance, and technology staff members and approximately 2 San Luis Obispo County ITD staff.

6.4.2 Training

Contractor must provide training and documentation to the users of the new Probation Collections Case Management system which enables the staff to perform all of the key functions of their jobs including inputting new cases, posting payments, making billing adjustments, running a variety of reports, utilizing the automated uploads and downloads from FTB-CODC and FTB-IIC SWIFT account, utilizing all letters and forms, utilizing all modules purchased/leased, and technical support training.

The County of San Luis Obispo requires that the system supplier provide comprehensive onsite or webinar based training for users as is approved by the Probation Department's Chief Probation Officer.

The County envisions that the following types of users will be trained.

- System administrators who will provide technical support to the user community. They may perform such duties as installation and integration support depending whether the County purchases or leases the system.
- Staff in collections and finance who will use most of the system's capabilities on a regular basis.

The County will provide a training room with PCs. The vendor will be responsible for loading and testing software in preparation for training classes. Please provide your requirements for our Training facilities (i.e. PC configuration requirements, Monitor sizes, outside firewall access required, projector/whiteboard requirements, projector screen, or other needs).

The Contractor is encouraged to propose innovative approaches to training users, such as programmed self-study guides, on-line tutorials, videotapes, CD-ROM, and computer-based training. All training must include step-by-step instructions that will enable employees unfamiliar with the system to perform the described activities.

Upon contract award, the successful vendor must provide:

- A syllabus of all proposed training including class descriptions and durations.
- The source of the training (vendor supplied or 3rd party supplied).
- A synopsis of the training.
- The intended audience (roles of who should be taking the class).
- Maximum number of students per class.
- Student prerequisites for each course.
- Type or method of instruction.
- Training schedule.

Vendors must state how all users, from system technical personnel to user personnel, will be trained and kept current with system updates, version changes, and new applications. In addition, Vendors must state how training materials will be updated to reflect changes.

System administration and system support training will be given prior to system installation and implementation. The County's system support personnel will be trained soon after the contract has been awarded to allow them to participate in initial design and implementation depending upon whether the County purchases or leases the system.

Vendors will train County technical staff in the use of the development tools. Include a separate cost estimate for this training, if applicable.

The Vendor may separate the fees for Training and Travel Expenses. Please include your estimate for Travel Expenses in your Cost Proposal. The County does not pay per diem rates. Instead, actual Travel Expenses are paid and set forth in the County's Travel Policy. The current rates are set forth as follows:

- The County follows the IRS reimbursement rates for mileage. The mileage reimbursement rate effective July 1, 2011 is $.55.5 per mile.

- Meals must be claimed at the actual amount spent up to the maximum allowable amounts as follows:

- Breakfast: $12.00
- Lunch: $15.00
- Dinner: $27.00

- The maximum room rates allowed are:

- Single room rate: $150 plus tax and parking.
- Double or multiple room rate: $200 plus tax and parking. This rate is applicable only when all individuals sharing the room are authorized personnel eligible for reimbursement.

- When these allowances are increased for the County employees by the County Auditor, the Contractor will be notified and the increased rates will apply to this contract.

6.4.3 Documentation

Documentation must be delivered for the different types of users: system technical personnel, system administrators and County users.

Comprehensive, high quality documentation is essential for the success of this project. Documentation must provide a complete description of all system hardware, system software and application software. All documentation provided must be delivered in both written and electronic form.

The County of San Luis Obispo requires at least two full sets of hard copy documentation and one electronic set for all hardware and software components.

Vendors must provide a complete list of all documentation proposed, who is the intended audience, what media the documentation is available in - written guides, on-line help, CD-ROM manuals, help cards, etc.

The County of San Luis Obispo encourages vendors to propose alternate help documentation such as on-line help menus, context-sensitive help, printed reference cards, or other methods of presenting the user with quick effective help.

Vendors must state how changes to the documentation will be maintained so that users will be kept current with the system as it evolves. Vendors must state how changes to documentation will be released, and in the case of on-line help, who will be responsible for implementing changes.

6.5 Project Deliverables

The following deliverables are expected to be provided as part of the scope of the project.

6.5.1 Vendor will implement a product which performs all functionality for mandatory (absolutely must have) requirements as identified in the Requirements Matrix in Appendix "C" of this Request for Proposal.

6.5.2 The County will conduct a systems acceptance test to ensure that system functionality and performance meets requirements as specified in Appendix C "Probation Collection System Replacement." Based on the information provided above, Vendor is expected to provide testing plans for both system and business testing.

6.5.3 Provide hardware/infrastructure specifications. The County reserves the right to acquire server hardware or to request the vendor to acquire and configure this system's component. The vendor prices will be separately identified.

6.5.4 Vendor will implement and test the infrastructure components (servers, databases, storage, etc).

6.5.5 Vendor will work with County employees to document both system and business test scripts.

6.5.6 Vendors will provide tools and will document appropriate methodologies to assist in knowledge transfer so that additional user communities can be brought online in a consistent manner, eventually by County staff.

6.5.7 Vendor will populate the system with current open case data from Probation's LQ mainframe system and will work with County through unlimited data migration tests to ensure the data is accurate.

6.5.8 Vendor will train staff as detailed in Section 6.4.2 "Training."

6.5.9 Vendor will implement a product which populates all fields into the sample letters and documents shown in Appendix "H". The exact wording of the letters and docuents will be finalized at the time the selected vendor is creating the letters and documents.

6.5.10 Contract scope will be negotiated to include the following deliverables:

6.5.10.1 10% paid on contract signing

6.5.10.2 80% paid on acceptance of delivery of product deliverables outlined:

6.5.10.2.1 Installation by vendor (15%)
a. hardware configuration (5%)
b. software installed with customer access (5%)
c. processing time in line with industry standards, i.e screen loads within 1-2 seconds (5%)

6.5.10.2.2 Configuration by vendor – At County's discretion, County may assist in the configuration process (25%)
a. required fields (5%)
b. distribution priorities (5%)
c. daily, monthly and annual reports (5%)
d. dunning letters and notices (5%)
e. delinquent account tracking (5%)

6.5.10.2.3 Data Migration/data migration testing by County (20%)
a. mapping data fields (5%)
b. successful sample migration of varied 50 test cases (5%)
c. complete functioning migration of all client records-testing by County staff (10%)

6.5.10.2.4 User acceptance testing completed by County (10%)

6.5.10.2.5 All Probation Department direct users (as outlined in Appendix C, section 5.2) of new system are trained by vendor to the satisfaction of the Probation Department management (10%)

6.5.10.3 10% withheld until final acceptance

6.6 Hardware and Software Maintenance Requirements

The County expects the vendor's help desk personnel to provide troubleshooting and problem determination within one business day after the County has determined if the problem is related to hardware, system software or application software. If there is difficulty in resolving problems between hardware and software, the vendor will be responsible for problem resolution. Vendor will provide County with vendor helpdesk structure prior or during the time vendor is providing training to Probation Department selected staff as outlined above in 6.5.10.2.5.

All reported problem incidents must follow a standard set of steps until they are corrected. The vendor will be responsible for providing escalation procedures as well as criteria that determines how problems move from one step to the next. The vendor shall assign incident numbers to all problem reports and queries and shall maintain these incidents in a problem-tracking database. The County must be able to call at any time during its normal working hours (Monday through Friday from 7:30 AM PST to 5:30 PM PST except County holidays) and receive the status of the item in question. This type of reporting may also be Internet-enabled allowing the County to access a problem database.

6.7 Professional Services Requested

6.7.1 Installation Services Requested

Vendor is required to work with the County to complete all installation and configuration of proposed solutions. Installation services are expected to include all hardware and software installation and configuration. Should County choose to purchase any/all of the necessary hardware, vendor is expected to help in the configuration and installation of County-owned equipment.

6.7.2 Training Services Requested

Vendor is required to provide training, as outlined elsewhere in this document.

6.7.3 Maintenance and Support Services Requested

Vendor is required to provide 7:30 a.m. to 5:30 p.m. PST, Monday through Friday except on County Holidays, support to County.

6.8 Requirements Matrix – Appendix C

The proposer shall include in their proposal a printed copy of the completed Excel spreadsheet entitled 'Appendix C – Probation Collection System Replacement RFP Requirements'. An example of this is found in Appendix C at the end of this RFP.

Proposers should thoroughly respond to each requirement. The requirements have been designated by the Probation Department as: "A" for "Absolutely Must Have", "H" for "Highly Desirable" and "O" for "Optional".

1. The proposer responses to the requirements shall use the format provided. Explanatory details as necessary shall appear in the "Response" column or in a separate document or spreadsheet that references the requirement number.

2. The following answer key shall be used by vendors in responding to each requirement:

   Response Codes:

   F = Fully provided "out of the box"

   P = Partially provided "out of the box"

   3 = Provided via a third party product

   CU = Custom Development Required (requiring programming changes to source code)

   CF = Configuration (easily changed by the user without any changes to underlying source code)

   NA = Not available/unable to support

Proposers shall use one code only per requirement. Any requirement that is answered in any other way will be treated as non-responsive which may result disqualification of the proposal.

6.9 Cost Proposal – Appendix D

Please fill out the applicable Cost Proposals you are quoting using the forms in 'Appendix D – Cost Proposal' and include it as part of your RFP response. This document may be downloaded from the San Luis Obispo County purchasing department's website here: http://www.slocounty.ca.gov/gsa/purchasing/current_formal_bids_and_proposals.htm. These sample formats are intended to make sure all proposals are compared as fairly and equally as possible. Please fit your pricing model into the tables and feel free to add additional rows as needed. Forms are provided in Appendix D for your use in quoting for any of the following solutions: Software as a Service (SaaS), Application Service Provider (ASP), or County hosted.

Appendix A – Sample County Contract

SAMPLE CONTRACT

FOR Appendix A – Sample County Contract

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 _____ ("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; and

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; and

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

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 and Services.** Contractor agrees to provide to County and perform for County the services set forth in Exhibits X and X-# through X-#, attached hereto and incorporated herein by reference as if set forth in full at this point, all pursuant to the terms and conditions hereinafter set forth. The following areas identify the scope of work and services categories.

   A. Software Licenses. Contractor agrees to provide software licenses as described in Exhibit X-# "Software License(s)", attached hereto and incorporated herein by reference as if set forth in full at this point and in accordance with the compensation as set forth in Exhibit X-#.

   B. Professional Consulting Services. Contractor agrees to perform professional consulting services including, where applicable, installation services, equipment configuration services, software customization services, data migration and/or conversion services, business process consulting

SAMPLE

services, integration services, and other implementation services as described and set forth in Exhibit X-# "Professional Consulting Services", attached hereto by reference as if set forth in full at this point and in accordance with the compensation as set forth in Exhibit X-#. Professional training with specific measurable results will be provided with the product. The specific deliverables will be as set forth in Exhibit X-#.

C. Training Services. Contractor agrees to perform the training services described in Exhibit X-# "Training Services", attached hereto by reference as if set forth in full at this point and in accordance with the compensation as set forth in Exhibit X-#.

D. Maintenance and Support Services. Contractor agrees to provide maintenance and support services in accordance with the terms and conditions as set forth in Exhibit X-# "Maintenance and Support Services", attached hereto by reference as if set forth in full at this point and in accordance with the compensation as set forth in Exhibit X-#.

2. Compensation. County will compensate Contractor for supplying the product and performing said services in accordance with Exhibit X and X-# through X-#, attached hereto and incorporated herein by reference as if set forth in full at this point.

3. Effective Date and Duration. The effective date and duration of this contract shall be as specified in Exhibit X, attached hereto and incorporated herein by reference.

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 X and incorporated herein by reference.

5. Special Conditions. Contractor and County shall comply with all provisions of County's Special Conditions, attached hereto as Exhibit X and incorporated herein by reference. 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. 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 the County at:

To the County

James E. Salio, Chief Probation Officer
San Luis Obispo County Probation Department
1730 Bishop Street
San Luis Obispo, CA 93401

To the Contractor

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

CONTRACTOR:

SAMPLE

By: _____ _____

NOTARIZATION

STATE OF _____ _____)
) SS.
COUNTY OF _____)
On _____ before me, (here insert name and title of the officer), personally appeared _____, 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.

_____ (SEAL)
Notary Public
My Commission Expires: _____

COUNTY:

COUNTY OF SAN LUIS OBISPO

A Public Entity in the State of California

COUNTY COUNSEL:
Approved as to form and legal effect.

Warren Jensen
County Counsel

By: _____ _____
County Counsel Date

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

By: _____ _____
Chair, Board of Supervisors Date

ATTEST:

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

SAMPLE

APPENDIX A – SAMPLE CONTRACT
FOR INFORMATION TECHNOLOGY SERVICES
EXHIBIT A
EFFECTIVE DATE AND DURATION

1. Effective Date. This contract shall be effective as of the date of the signature of the County. The County shall be the last to sign this contract.

2. Service Date. Services shall commence on or after the effective date and shall end upon the duration date.

3. Duration Date. Contractor shall grant the right to use licenses, install, and configure the software, provide initial and current updates, test the effectiveness, provide the initial training and provide necessary support services on or before _____. The monthly maintenance and support services shall commence on the County acceptance date and continue for ___ months thereafter.

4. Renewal: The County may, at its sole and exclusive option, renew the right to use the licenses and for monthly support and maintenance, including $ _____ per month on an annual basis with thirty (30) days written notice to contractor.

5. The County Board of Supervisors expressly grants the County's Probation Department Chief Probation Officer the power to give the written renewal notice and renew this contract at the rates, terms, and conditions stated herein for three (3) years fixed with options to extend the renewal period for up to two (2) years.

SAMPLE

APPENDIX A – SAMPLE CONTRACT
FOR INFORMATION TECHNOLOGY SERVICES
EXHIBIT B
GENERAL CONDITIONS

1. **Independent Contractor**. Contractor, its officers, agents, employees, contractors and subcontractors, shall be deemed to be an independent contractor of County at all times during this Contract. Nothing in this Contract shall be construed as creating a civil service employer-employee relationship, partnership or a joint venture relationship. Nothing in this Contract authorizes or permits the County to exercise discretion or control over the professional manner in which Contractor provides services; provided, however, Contractor's services shall be provided in a manner consistent with all applicable standards and regulations governing such services.

2. **No Eligibility for Fringe Benefits.** Contractor understands and agrees that Contractor and its personnel are not, and will not be, eligible for membership in or any benefits from any County group plan for hospital, surgical, vision, dental, or medical insurance, or for membership in any County retirement program, or for paid vacation, paid sick leave, or other leave, with or without pay, or for any other benefit which accrues to a County employee. The only performance and rights due are those specifically stated in this Contract or existing as a matter of law.

3. **Warranty of Contractor for Provision of Services & Compatibility**. Contractor warrants that Contractor has obtained and shall keep in full force and effect during the term of this Contract, all permits, registrations and licenses, if necessary, to accomplish the work specified in the Contract. Contractor warrants that it, and each of the personnel employed or otherwise retained by Contractor, will at all times, to the extent required by law, be properly certified and licensed under the local, state and federal laws and regulations applicable to the provision of services herein. Contractor warrants that it has the right to provide the Services hereunder, using all computer software required for that purpose. Contractor further warrants and represents that it has the resources, personnel, expertise and corporate infrastructure available to deliver and support the delivery, implementation and maintenance of the System and meet any milestones and/or deadlines imposed by this Contract, as well as performing the services described herein in accordance with the terms and conditions of this Contract, except upon the conditions or otherwise specified herein.

4. **Compliance with all Laws**. Contractor warrants that Contractor will observe, comply with, and cause all of its agents and personnel to observe and comply with all federal, state, and local laws, rules, regulations and orders applicable to Contractor in Contractor's performance under this Contract. If any conflict arises between provisions of the scope of work or specifications in this Contract and any law, then the Contractor shall immediately notify the County in writing.

5. **Power and Authority of Contractor**. If Contractor is a corporation or a limited liability company, Contractor represents and warrants that it is and will remain, throughout the term of this Contract, either a duly organized, validly existing California corporation or limited liability company in good standing under the laws of the State of California or a duly organized, validly existing foreign corporation or limited liability company in good standing in the state of incorporation or

SAMPLE

organization and authorized to transact business in the State of California and have an agent for service of process in California.

6. **Assignment, Delegation or Subcontracting of Contract.** Contractor shall not assign any of Contractor's rights, delegate any of Contractor's duties, or subcontract any portion of Contractor's obligations under this Contract without the prior written consent of the County. No assignment, delegation or subcontracting will release Contractor from any of its obligations or alter any of its obligations to be performed under this Contract. Any attempted assignment, delegation or subcontracting in violation of this provision is voidable at the option of the County.

7. **Subcontractors**. Contractor shall not subcontract the services to be provided by it under this Contract, and no subcontracting of the services to be provided under this Contract or any right or interest therein by Contractor shall be effective, without the prior written consent of the County. In the event of any subcontract, Contractor shall remain primarily liable for all of its obligations under the Contract. Contractor is responsible for payment to subcontractors and must monitor, evaluate, and account for the subcontractor(s) services and operations.

8. **Standard of Performance**. The parties acknowledge that the County, in selecting Contractor to perform the services hereunder, is relying upon the Contractor's reputation for excellence in the performance of the services required hereunder. The Contractor shall perform the services in the manner of one who is a recognized specialist in the types of services to be performed.

9. **Waiver**. No delay or failure on the part of any party hereto in exercising any right, power or privilege under this Contract shall impair any such right power or privilege or be construed as a waiver of any default or any acquiescence therein. No single or partial exercise of any such right, power or privilege shall preclude the further exercise of such right power or privilege or the exercise of any other right, power or privilege. No waiver shall be valid unless made in writing and signed by the party against whom enforcement of such waiver is sought and then only to the extent expressly specified therein.

10. **Nondiscrimination**. Contractor agrees that it will abide by all Federal and State labor and employment laws and regulations pertaining to unlawful discrimination prohibiting discrimination against any employee or applicant for employment because of race, color, religion, sexual orientation, disability or national origin, and those conditions contained in Presidential Executive Order number 11246. Any such notice shall be deemed to have been received if: (a) in the case of personal delivery or facsimile transmission with confirmation retained, on the date of such delivery; (b) in the case of nationally recognized overnight courier, on the next business day after the date sent; (3) in the case of mailing, on the third business day following posting.

11. **Indemnification.** Subject to the limitations contained in this Contract, Contractor shall defend, indemnify and hold harmless the County, its officers and employees from all claims, demands, liability, loss, injury, damages, costs, expenses, judgments, attorney fees, or other losses that may be asserted by any person or entity, including Contractor, and that arise out of or are made in connection with the acts or omissions relating to Contractor's performance of any obligation or duty provided for or relating (directly or indirectly) to this Contract, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel

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employed by the County, provided that (a) the County promptly notifies Contractor or any claim for which it intends to seek indemnity under this Section ("Claim"), (b) the Contractor has the opportunity to assume and control the defense of any such Claim, and (c) the County agrees to provide reasonable cooperation (if necessary) to Contractor in its defense of such Claim.

12. **Intellectual Property Indemnification.** Subject to the indemnification procedures in the next sentence, Contractor shall, at its own expense, indemnify, defend, settle, and hold harmless the County and its agencies against any claim brought against the County, based on Contractor's alleged infringement of any patent, trademark, copyright or other proprietary rights of a third party, including trade secret rights under the laws of the United States, unless and except to the extent that such infringement is caused by Contractor's compliance with County's specifications or instructions, or Contractor's use of trademarks or data supplied by County. If any third party makes a claim covered by this Section against the County with respect to which the County intends to seek indemnification under this Section, the County shall give reasonably prompt notice of such claim to the Contractor, including a brief description of the amount and basis therefore, if known. Upon giving such notice, the Contractor shall be obligated to defend the County against such claim, and shall be entitled to assume control of the defense of the claim with counsel chosen by the Contractor, and satisfactory to the County. The County shall cooperate with and assist the Contractor in its defense against such claim in all reasonable respects, at no cost to the County. The Contractor shall keep the County fully apprised at all times as to the status of the defense. Notwithstanding the foregoing, the County shall have the right to employ its own separate counsel in any such action, but the fees and expenses of such counsel shall be at the expense of the County. Neither the Contractor nor the County shall be liable for any settlement of action or claim effected without its consent. Following indemnification as provided in this Section, the Contractor shall be subrogated to all rights of the County with respect to the matters for which indemnification has been made.

13. **Late Payment of Charges or Fees.** The Contractor acknowledges and agrees that the County will not pay late payment charges.

14. **Payment.** Payments shall be due according to the compensation plan on Exhibit __. Payment is due 30 days from the date of the invoice or Acceptance, whichever date is later. Sales tax, if any, shall be noted separately on every invoice. Items that are not subject to sales tax shall be clearly identified on the invoice. Contractor shall be responsible for payment of all state and federal taxes assessed on the compensation received upon this Contract and such payment shall be identified upon the Contractor's federal and state identification numbers(s). The County does not pay Federal Excise Taxes (F.E.T). The granting of payment by the County, or the receipt thereof by Contractor, shall not relieve Contractor of its obligations under this Contract.

15. **Disputed Payments.** If, due to either an issue with the charges on an invoice or the Contractor's failure to perform its obligations under this Contract, the County disputes any charge(s) on an invoice, the County may withhold the disputed amount, provided that (a) there is a reasonable basis for the dispute, (b) all other amounts that are not in dispute have been paid in accordance with this Contract,

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and (c) the County delivers a written statement to Contractor within five days of the due date of the invoice, describing in detail the basis of the dispute and the amount being withheld by the County.

16. **Insurance.** Contractor, at its sole cost, shall purchase and maintain the insurance policies set forth below on all of its operations under this Contract. All of the insurance companies providing insurance for Contractor/Consultant shall have, and provide evidence of, an A.M. Best and Co. rating of A:VII or above, unless exception is granted by the County's Risk Manager, and be authorized to do business in the State of California. Further, all policies shall be maintained for the full term of this Contract and related warranty period if applicable.

Commercial General Liability. Policy shall include coverage at least as broad as set forth in Insurance Services Office Commercial General Liability Coverage (CG 00 01) with policy limits of not less than one million dollars ($1,000,000.00) combined single limit per occurrence. Policy shall be endorsed with the following specific language or contain equivalent language in the policy:

i. The County, its officers and employees, is named as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Contract.

ii. The insurance provided herein shall be considered primary coverage to the County with respect to any insurance or self insured retention maintained by the County. Further, the County's insurance shall be considered excess insurance only and shall not be called upon to contribute to this insurance.

iii. The policy shall not be cancelled or materially changed without first giving thirty days prior written notice to the County.

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 Agreement and for two (2) years thereafter with respect to incidents which occur during the performance of the Agreement). Contractor shall notify the County if any annual aggregate is eroded by more than seventy-five percent (75%) in any given year.

Business Automobile Policy. Policy shall include coverage at least as broad as set forth in the liability section of Insurance Services Office Business Auto Coverage (CA 00 01) with policy limits of no less than $1 million dollars combined single limit for each occurrence. Said insurance shall include coverage for owned, non-owned, and hired vehicles. Policy shall be endorsed with the following specific language or contain equivalent language in the policy: "The policy shall not be cancelled or materially changed without first giving thirty days prior written notice to the County."

Workers' Compensation/Employer's Liability Insurance. Workers' compensation policy shall provide statutory limits as required by State of California. Policy shall be endorsed with the following specific language or contain equivalent language in the

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policy: "Contractor and its insurer shall waive all rights of subrogation against the County, its officers and employees for workers' compensation losses arising out of this contract. The policy shall not be cancelled or materially changed without first giving thirty days prior written notice to the County." Employer's liability policy shall provide one million dollars ($1,000,000.00) per accident for bodily injury or disease.

Deductibles and Self-Insurance Retentions. All deductibles and/or self-insured retentions which apply to the insurance policies required herein will be declared in writing and approved by the County prior to commencement of this contract.

Documentation. Prior to commencement of work and annually thereafter for the term of this contract, Contractor will provide to the County properly executed certificates of insurance clearly evidencing the coverage, limits, and endorsements specified in this contract. Further, at the County's request, the Contractor shall provide copies of endorsements and certified copies of the insurance policies within thirty days of request.

Absence of Insurance Coverage. The 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 levels 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.

17. **Availability of Funding.** The County's obligation for payment of any contract beyond the current fiscal year end is contingent on the availability of funding and upon appropriate for payment to the Contractor. No legal liability on the part of the County shall arise for payment beyond June 30 of the calendar year unless funds are made available for such performance. If the County notifies Contractor in writing that the funds for this Contract have not been appropriated or provided, this Contract will terminate. In such an event, the County shall have no further liability to pay any funds to the Contractor or to furnish any other consideration under this Contract, and the Contractor shall not be obligated to perform any provisions of this Contract or to provide services intended to be funded pursuant to this Contract. If partial funds are appropriated or provided, the County shall have the option to either cancel this Contract with no liability to the County or offer a Contract amendment to the Contractor to reflect the reduced amount. County shall provide, in good faith and if reasonably practicable to do so, notice to Contractor at least thirty (30) days in advance of such termination pursuant to this Section.

18. **Force Majeure.** Neither the County nor Contractor shall be deemed in default in the performance of the terms of this Contract if either party is prevented from performing the terms of this Contract by causes beyond its control, including without limitation: acts of God; rulings or decisions by municipal, Federal, States or other governmental bodies; any laws or regulations of such municipal, Federal, States or other governmental bodies; or any catastrophe resulting from flood fire, explosion, or other causes beyond the control of the defaulting party. Any party delayed by force majeure shall as soon as reasonably possible give the other party written notice of the delay, including the particulars in reasonable detail of the cause of the inability. The party delayed shall use commercially reasonable efforts to correct the cause of the delay, if correctable, and if the condition that

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caused the delay is corrected, the party delayed shall immediately give the other parties written notice thereof and shall resume performance under this Contract.

19. **Signatory authority.** Any individual executing this Contract on behalf of Contractor represents and warrants that he/she has full power and authority to enter into, deliver, and perform this Contract on behalf of Contractor, and that this Contract is binding upon said Contractor in accordance with its terms.

20. **Nondisclosure**. All reports, information, documents, or any other materials prepared by Contractor under this Contract are the property of the County unless otherwise provided herein. Such reports, information, documents and other materials shall not be disclosed by Contractor without County's prior written consent. Any requests for information shall be forwarded to County along with all copies of the information requested. County shall make sole decision whether and how to release information according to law.

21. **Conflict of Interest.** Contractor acknowledges that Contractor is aware of and understands the provisions of Sections 1090 et seq. and 87100 et seq. of the Government Code, which relate to conflict of interest of public officers and employees. Contractor certifies that Contractor is unaware of any financial or economic interest of any public officer or employee of the County relating to this Contract. Contractor agrees to comply with applicable requirements of Government Code section 87100 et seq. during the term of this Contract.

22. **Immigration Reform and Control Act.** Contractor acknowledges that Contractor, and all subcontractors hired by Contractor to perform services under this Contract are aware of and understand the Immigration Reform and Control Act ("IRCA") of 1986, Public Law 99-603. Contractor certifies that Contractor is and shall remain in compliance with ICRA and shall ensure that any subcontractors hired by Contractor to perform services under this Contract are in compliance with IRCA.

23. **Third Party Beneficiaries.** It is expressly understood that the enforcement of the terms and conditions and all rights of action related to enforcement shall be strictly reserved to the County and Contractor. Nothing contained in this contract shall give or allow and claim or right of action whatsoever by any other third person.

24. **Fiscal Controls.** Contractor shall adhere to the accounting requirements, financial reporting, and internal control standards as described in the *Auditor-Controller Contract Accounting and Administration Handbook,* (Handbook) which contains the minimum required procedures and controls that must employed by Contractor's accounting and financial reporting system, and which is incorporated herein by reference. Contractor shall require subcontractors to adhere to the Handbook for any services funded through this contract, unless otherwise agreed upon in writing by County.

    A. The Handbook is available at http://www.slocounty.ca.gov/AC/, under Policies and Procedures or at the Auditor-Controller's Office, 1055 Monterey Street Room D220, County Government Center, San Luis Obispo CA, 93408,

    B. The Office of Management and Budget (OMB) circulars are available at http://www.whitehouse.gov/omb/circulars.

25. **Audit Rights.** Pursuant to California Government Code section 8546.7, every County contract involving the expenditure of funds in excess of $10,000 is subject to examination and audit of the State auditor. Contractor shall permit the State

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Auditor to have access to any pertinent books, documents, papers and records for the purpose of said audit. County shall advise Contractor if it becomes aware of such audit at least fourteen (14) days prior to the commencement of the audit. Further, all payments made under this Contract shall be subject to an audit at County's option, and shall be adjusted in accordance with said audit. The Contractor shall be responsible for receiving, replying to, and complying with any audit exceptions set forth in any County audits.

26. **Tax Information Reporting.** Upon request, Contractor shall submit its tax identification number or social security number, whichever is applicable, in the form of a signed W-9 form, to facilitate appropriate fiscal management and reporting.

27. **California Public Records Act**. The County is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If Contractor's proprietary information is contained in documents or information submitted to County, and Contractor claims that such information falls within one or more CPRA exemptions, Contractor must clearly mark such information as "CONFIDENTIAL AND PROPRIETARY" and identify the specific pages and sections containing the information. In the event of a request for documents under the CPRA, the County will make reasonable efforts to provide notice to Contractor prior to such disclosure. If Contractor contends that any documents or portions thereof are exempt from the CPRA and desires to prevent such disclosure, Contractor is required to obtain a protective order, injunctive relief, or other appropriate remedy from a court of law in San Luis Obispo County before the County's deadline for responding to the CPRA request. If Contractor fails to obtain such remedy within the County's deadline to response, the County may disclose the requested information without obligation to Contractor. If Contractor instructs County to withhold the requested documents, Contractor shall defend, indemnify, and hold the County harmless against any resulting claim, action or litigation, provided that (a) the County promptly notifies Contractor of any claim for which it intends to seek indemnity under this Section, (b) Contractor has the opportunity to assume and control the defense of the claim, and (c) the County agrees to provide reasonable cooperation, if necessary, to Contractor in Contractor's defense of the claim.

28. **Headings.** The headings contained in this Contract are for reference purposes only and shall not affect in any way the meaning or interpretation of this Contract.

29. **Entire Agreement and Modifications**. This Contract supersedes all previous contracts between the parties hereto on the same subject matter and constitutes the entire understanding of the parties hereto on the subject matter of this Contract. Contractor shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this Contract, Contractor relies solely upon the provisions contained in this Contract and no others.

30. **Severability**. Contractor agrees that if any provision of this Contract is found to be invalid, illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Upon

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determination that any term or provision is invalid, illegal or unenforceable, the parties shall negotiate in good faith to modify this Contract so as to affect the original intent of the parties as closely as possible.

31. **Non-Exclusive Agreement**. This Contract does not establish an exclusive agreement between the County and the Contractor. The County expressly reserves all its rights, including but not limited to, the following: the right to utilize others to provide products, support and service; the right to request proposals from others with or without requesting proposals from the Contractor; and the unrestricted right to bid any such product, support, or service.

32. **Counting Days.** Days are to be counted by excluding the first day and including the last day, unless the last day is a Saturday, a Sunday, or a legal holiday, and then it is to be excluded.

33. **Time is of the Essence.** Time is of the essence in the delivery of Services by Contractor under this Contract. In the event that the Contractor fails to deliver Products and/or Services on time, and such failure is solely the fault of Contractor, the Contractor shall be liable for any costs incurred by the County because of Contractor's delay. For instance, County may purchase or obtain the Products and/or Services elsewhere and the Contractor shall be liable for the difference between the price in the Contract and the cost to the County. The Contractor shall promptly reimburse the County for the full amount of its liability, or, at County's option, the County may offset such liability from any payment due to the Contractor under the Contract with the County. The County's rights and remedies provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law. The acceptance by County of late or partial performance with or without objection or reservation shall not waive the right to claim damage for such breach and shall not constitute a waiver of the rights or requirements for the complete and timely performance of any obligation remaining to be performed by the Contractor, or of any other claim, right or remedy of the County.

34. **Termination for Cause.** If the County determines that there has been a material breach of this Contract by Contractor that poses a threat to health and safety, the County may immediately terminate the Contract. In addition, if any of the following occur, County shall have the right to terminate this Contract effective immediately upon giving written notice to the Contractor:

    a. Contractor is adjudged to be bankrupt or should have a general assignment to the benefit of its creditors, or if a receiver should be appointed on account of Contractor's insolvency; or
    b. Contractor fails to perform his duties to the satisfaction of the County; or
    c. Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Contract; or
    d. Contractor fails to exercise good behavior either during or outside of working hours that is of such a nature as to bring discredit upon the County; or
    e. Any requisite licenses or certifications held by Contractor are terminated, suspended, reduced, or restricted; or

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f. Contractor has failed or refused to furnish information or cooperate with any inspection, review or audit of Contractor's program or County's use of Contractor's program. This includes interviews or reviews of records in any form of information storage; or
g. If Contractor provides (or has a 3rd party provide) ePayment services, the Contractor fails to follow all procedures required by the credit card industry rules and PCI-DSS Level 1 certification; or
h. System continues to exhibit defects causing serious disruption of use and/or repeated periods of downtime, notwithstanding Contractor's remedial or maintenance efforts, over a continuous period of X days; or
i. Failure to enter into an Escrow Agreement.

All obligations to provide services shall automatically terminate on the effective date of termination. For all other material breaches of this Contract, County must give Contractor written notice setting forth the nature of the breach. If Contractor fails to remedy said breach within ten (10) days from the date of the written notice, County may terminate the Contract. Contractor shall thereafter have no further rights, powers, or privileges against County under or arising out of this Contract. In the event a breach does not result in termination, but does result in costs being incurred by County, said costs shall be charged to and paid by Independent Contractor, which costs may include, but are not limited to, costs incurred by County in investigating and communicating with Contractor regarding said breach, including staff time.

Once the County has paid in full the agreed license fee for the Software and all associated implementation work, County shall have a perpetual, irrevocable, nonexclusive, fully-paid, royalty-free license to use and modify the Software.

35. **Termination for Convenience.** Either party may terminate this Contract at any time by giving the other party at least ninety (90) day's written notice of termination for convenience ("Notice of Termination for Convenience"). Termination for convenience shall be effective at 11:59 p.m., Pacific Standard Time, on the intended date for termination (the "Termination Date"). The terminating party shall deliver to the other party a notice specifying the date upon which such termination will become effective, which shall be at least thirty (30) days after the date of the notice. 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. Once the County has paid in full the agreed license fee for the Software and all associated implementation work, County shall have a perpetual, irrevocable, nonexclusive, fully-paid, royalty-free license to use and modify the Software.

36. **Power to Terminate.** Termination of this Contract may be effectuated by the Chief Probation Officer without the need for action, approval, or ratification by the Board of Supervisors.

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37. **Delegation of Authority.** The Board of Supervisors delegates to the County of San Luis Obispo Chief Probation Officer the authority to amend the Contract to extend the term of this Contract, provide for additional services and/or increase compensation to Contractor in an amount not to exceed the lesser of the following amounts: ten percent (10%) of the Contract total or twenty-five thousand dollars ($25,000.00). The Board of Supervisors delegates the authority to the County of San Luis Obispo Chief Probation Officer to amend this Contract to extend its term up to one additional year. Any amendment made pursuant to a delegation of authority will only be effective if, prior to the commencement of services or extension of the Contract, the amendment is memorialized in writing, is approved by County Counsel, and is signed by the County of San Luis Obispo Chief Probation Officer.

38. **Disentanglement.** Contractor shall cooperate with County and County's other contractors to ensure a smooth and timely transition at the time of termination of this Contract, regardless of the nature or timing of the termination. Contractor shall cooperate with County and otherwise take all steps reasonably required to assist County in effecting a complete and timely transition to ensure that there is no interruption of the Services required under this Contract and there is no adverse impact on the supply of Products and/or Services required under this Contract. Contractor shall provide County with all information regarding the Services or is otherwise needed for the disentanglement. Contractor shall deliver to County or its designee, at County's request, all documentation and data related to County, held by Contractor, and after return of same.

39. **Governing Law.** This Contract shall be construed and interpreted according to the laws of the State of California, excluding its conflict of law principles. Proper venue for legal actions shall be exclusively vested in state court in the County of San Luis Obispo. The parties agree that subject matter and personal jurisdiction are proper in state court in the County of San Luis Obispo and waive all venue objections.

40. **California Title 24, Energy Standards**. Contractor recognizes that the State of California Administrative Code, Title 24 contains mandatory standards and policies relating to energy efficiency in the state energy conservation plan, and recognizes it may have applicability to Contractor.

41. **Compliance re: Environmental Laws.** For contracts in excess of $100,000 Contractor shall comply with Section 306 of the Clean Air Act (42 U.S.C. § 1857(h)), Section 508 of the Clean Water Act, (33 U.S.C. 1368), Executive Order 11738 and Environmental Protection Agency regulations, (40 C.F.R. Part 15).

42. **Confidentiality.**

    42.1 Confidentiality – Contractor acknowledges it may have access to, receive confidential information in and agrees to abide by all applicable local, State and Federal laws, rules, regulations, guidelines, and directives regarding the confidentiality and security of probationer information, and other County confidential information. Contractor shall exercise the same care in

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preventing unauthorized disclosure or use of the Confidential Information that it takes to protect its own information of a similar nature, but in no event less than reasonable care.

42.2 Return of Confidential Information – Immediately upon County's request, and at the expiration or earlier termination of this Contract, Contractor shall return or destroy all materials containing Confidential Information, including without limitation, all originals, copies, reproductions and summaries, and all copies of Confidential Information present on magnetic media, optical disk, volatile memory, or other storage device, in a manner that assures the Confidential Information is rendered unrecoverable.

42.3 Ownership of County Information – Contractor acknowledges and agrees that any and all County information and data shall remain the property of County and shall not be used by Contractor for any purpose other than in connection with performance of this Contract, disclosed, sold, assigned, leased, or otherwise provided to third parties by Contractor, or commercially exploited by or on behalf of Contractor, its employees, officers, agents, sub-Contractors, invitees, or assigns in any respect. Contractor shall be entitled to access to certain County information or data, but only to the extent that such access is reasonably necessary for Contractor to perform its functions and obligations under this Contract.

43. **Background Checks.** Background checks will be required for all Contract staff that will have access to Criminal Justice Information. Contractor shall apply for and may be granted a clearance by the San Luis Obispo County Probation Department, which will conduct the background check. Only those who pass will be allowed access. Generally a photo-identification such as a driver's license showing the license number and date of birth will suffice for the records check. This requirement applies to any and all subcontractors of Contractor...

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APPENDIX A – SAMPLE CONTRACT
FOR INFORMATION TECHNOLOGY SERVICES
EXHIBIT C
SPECIAL CONDITIONS

1. **Defined Terms.**
   1.1. Software
   1.2. System
   1.3. Hardware
   1.4. Products
   1.5. Acceptance

2. **Acceptance (Services).** Acceptance procedures for the Services will be as set forth in this Section. "Acceptance" shall be defined as the County's written agreement that the Implementation is complete such that the processing of live data may be commenced. The County's refusal to provide such written agreement shall constitute a rejection of the Implementation as being complete. No payment for the Services will be due before Acceptance thereof. Any notice of rejection will explain how the Implementation fails to meet the requirements of this Contract. Contractor will, upon receipt of such notice, investigate the reported deficiency and exercise reasonable efforts to remedy it promptly. The County, at its sole discretion, will have the option to re-perform the Acceptance test. If the Contractor is unable to remedy the deficiency within sixty (60) days of notice of rejection, the County shall have the option of terminating this Contract in its entirety for default.

3. **Acceptance (Systems).** Acceptance procedures for the System will be as set forth in this Section. Upon Contractor's written notification to County that Contractor has completed the installation of any one or more components of the System, and that such components are ready for testing, County shall begin pre-live performance testing in a non-production environment using the test procedures, standards and timelines contained in Exhibit ___, or such other standards as are mutually agreed upon in writing, to determine whether each component meets in all material respects the applicable Specifications and Acceptance Criteria set forth herein. After County has tested the component for a period of up to sixty (60) days, County shall notify Contractor in writing that testing has occurred. If County determines that the components do not perform as provided for in this Contract, County shall deliver to Contractor, in writing, a report describing any discrepancies. Contractor shall correct the errors within thirty (30) days after receiving the report. County may then re-test the component(s) for an additional test period of up to thirty (30) days, at the end of which the process described above may be repeated, if deemed necessary by the County. In the event the errors or defects are caused by software defects, Contractor will make a good faith effort to resolve the problem within 30 days. For purposes of this Contract, a "software defect" shall mean _____. Should Contractor fail to achieve Acceptable Performance of the System, the County may, at its election, pursue any remedies available to the Count including, without limitation, (a) terminating this Contract; or (b) accepting the System at its then level of performance; or (c) permit testing to be further extended for such period as mutually agreed upon by the parties, in writing; or (d) accept those portions of the System that pass the Acceptance Criteria and require Contractor to correct the remaining portions, in which event County shall not be liable for any payments associated with the implementation

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of such remaining portions until they have been accepted by County; or (e) pursue such remedies as may be available to County at law or in equity.

4. **Manufacturer Warranty.** Any manufacturer warranties for any Products furnished under this Contract shall be passed through from Contractor to the County.
5. **Performance Warranty (Services)**. Subject to any warranty exclusions otherwise set forth in this Contract, Contractor warrants that it will provide the Services in a commercially reasonable manner in substantial conformity with the Documentation (the "Performance Warranty"). Except as may be expressly agreed in writing by Contractor, Contractor's Performance Warranty does not apply to defects, problems, or failures caused by the County's nonperformance of obligations essential to Contractor's performance of its obligations.
6. **Performance Warranty (Software)**: Subject to any warranty exclusions otherwise set forth in this Contract, Contractor warrants that for a period of thirty six (36) months from the date of the County's acceptance of the Software, that the Software: (a) will substantially perform in accordance with this Contract (including, without limitations, all descriptions, Specifications, and drawing identified in the statement of work); and (b) will be free from material defects in materials and workmanship. Contractor further warrants that the Software will be free, at the time of delivery, from harmful code (i.e., computer viruses, worms, trap doors, time bombs, disabling code, or any similar malicious mechanism designed to interfere with the intended operation of computers or software).
7. **Performance Warranty (Hardware) (If Contractor is VAR then probably will only use 3 above).** Subject to any warranty exclusions otherwise set forth in this Contract, Contractor warrants that each Hardware component, when delivered to County, will be in good operating condition, free from defects in material and workmanship. Contractor further warrants that each Hardware component will perform in accordance with the Specifications for a period of thirty six (36) months from the date of County's acceptance of the Hardware.
8. **Software Ownership Warranty.** Contractor warrants that it is the owner of the licensed Software and that it has full right to license to County the (non-exclusive) use of the licensed Software.
9. **Compatibility**. Contractor represents and warrants that the System is compatible with the County's computing environment, including database software, network, and platforms, as described in this Contract. Contractor further represents and warrants that each update, upgrade, enhancement and modification will be compatible with the licensed software delivered by Contractor.
10. **Bankruptcy**. In the event Contractor shall cease doing business, shall be declared bankrupt or shall fail to perform its obligations under this Contract, or if any software supplied to County is no longer protected by the laws respecting proprietary interests, then the license granted under this Contract shall, at the option of the County, terminate upon 10 days notice by the County, and all right, title and interest in the System software shall immediately be vested in County, without the payment of any compensation to Contractor.
11. **Escrow**. County and Contractor will execute an escrow agreement with a mutually agreeable third party escrow company within thirty (30) days after the effective date of this Contract. Contractor shall maintain a current copy of all software source code

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and any and all new releases and updated versions for the software and in the escrow account. Contractor must also deposit all documentation necessary to enable a person of reasonable skill with software to compile and build machine-readable code for the software, to maintain the software, and to fully operate the software. Promptly after release of any update, upgraded, patch, bug-fix, enhancement, new version, or other revision to the software, Contractor will deposit updated source code and documentation with the escrow agent. Contractor will also provide source code and documentation for all customization and special functions, and all associated intellectual property rights, shall become the property of the County (collectively, the "Deposit Material").

The Deposit Material is to be released to the County in the event that the vendor:

- Is no longer in business; or
- Makes source code available to any other user of the software; or
- Ceases to maintain the software; or
- Fails to maintain the software for a period of forty or more days after the County's written notice to vendor of the breach of the maintenance obligation; or
- Is unable to pay its debts as they mature in the ordinary course or makes an assignment for the benefit of creditors; or
- Declares or has instituted against bankruptcy, receivership, insolvency, reorganization, dissolution, liquidation or other similar proceedings under any federal or state law; or
- Failure of vendor to function as a going concern; or
- Fails to support new releases of the operating system or other co-dependent software.

A copy of the escrow agreement shall be kept in the San Luis Obispo County Probation Department file, but does not need to be attached to this contract or incorporated by reference. The fees associated with the escrow shall be shared equally between the County and the vendor. The San Luis Obispo Board of Supervisors specifically designates to James E. Salio of the San Luis Obispo County Probation Department the power to sign the source code escrow contracts.

Vendor grants the County a license to use, reproduce and create derivative works from the Deposit Material.

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Appendix B – Process Work-Flow Chart

1. Flow Chart for PDFR Program
2. Flow Chart for Formal Probation Case Set-Up
3. Flow Chart for Bench-Summary Probation Case Set-Up
4. Flow Chart for Grypon Society Collection Procedure
5. Flow Chart for DAS Collection Procedure
6. Flow Chart for Men Helping Men Collection Procedure
7. Flow Chart for Solutions Unlimited Collection Procedure
8. Flow Chart for Superior Court Delinquent Account Collection Procedure
9. Flow Chart for Fine Distribution Determination Collection Procedure
10. Flow Chart for Jointly and Severally Restitution Cases Procedure
11. Flow Chart for Juvenile Hall Billings Procedure
12. Flow Chart for Attorney Subject to Reimbursement Billing Procedure for Juvenile Court Cases
13. Flow Chart for transferring a case to FTB-CODC
14. Flow Chart for Notifying FTB-CODC to Reduce or Raise the Account Balance
15. Flow Chart for transferring a case to FTB-IIC
16. Flow Chart for Notifying FTB-IIC to Reduce or Raise the Account Balance
17. Flow Chart for Processing Payments
18. Flow Chart for Monthly Revenue Distribution out of LQ
19. Flow Chart for Over Payment Refund & Over Payment Transfer to Another Account Procedure

Appendix C – Probation Case Management Collection System Replacement Requirements Matrix

Item	Title	Description	Absolutely Must Have (A) /Highly Desirable (H)/Optional (O)	Vendor Response Code	Vendor Comments
1.0	**User Requirements**				
1.01	Ability to Pay	The San Luis Obispo County Probation Department developed tables/attachments for the Adult Division Ability to Pay - (Categories are: Adult Probation Intake Fee, Adult Probation Monthly Monitoring Fee, Pre-Plea & Presentencing Report Fee, and Adult Drug Testing Fee. All amounts are based upon the amount approved yearly by the SLO County Board of Supervisors); and the Juvenile Division Ability to Pay - (Juvenile Hall detention fee per day, Los Prietos Camp fee per day, diagnostic care/DJJ per day, Juvenile electronic monitoring per day plus $60 installation, Home Supervision fee per month, juvenile diversion fee per month, attorney appointed subject to reimbursement and assessing the ability to pay as used currently by the Probation Department for the Public Defender Fee Reimbursement program. All amounts are based upon the amount approved yearly by the SLO County Board of Supervisors). The amounts are based upon the Federal Poverty Level, the number of people living in the household and the total income of those living in the home. These tables/attachments must be able to interface with the selected new vendor system or the vendor must create all these modules/attachments in their system but Probation Department IT staff can make modifications to the tables as needed at no additional cost to the County.	A		
1.02	Billing	Processing of Non-installment Fee (currently $30.00) is automatically set up in all cases based upon the type of case set up (PDFR case set up uses CSETUPPD and all other types of cases use CSETUPOT)	H		

1.03	Billing	All the accounts for one person should be on one statement for that person	H		
1.04	Billing	New system shall be able to calculate the minimum monthly amount to the nearest whole dollar increment determined by the Probation Dept. based upon the expiration date of the case and the remaining number of months in the term of probation on formal and bench cases (currently the P&S cases) with the ability to over-write the amount if necessary. If the remaining amount is less than the monthly payment amount the system will bill the actual remaining amount.	H		
1.05	Billing	System must be automated to age the accounts approximately every 30 days when billing statements are run.	A		
1.06	Billing	System to provide electronic statements via email to those who provide email address.	H		
1.07	Billing	System will apply processing of installment (PROCPFDR for PDFR cases and PROCESS for all other types of cases) fee automatically if probationer fails to pay full amount of balance the 2nd business day after the end of the grace period of the 1st payment due date.	A		
1.08	Billing	The billing statement will have inserted into the statement that the due date is the 1st of _____ (the month after the statement date month) and the bill becomes delinquent on the 19th of _____ (the month after the statement date).	A		
1.09	Billing	Statements for all cases in open status (defendant to receive mail) to be automatically run around 0200 hours PST on the 23rd of each month. If the selected vendor's system is unable to print, sort and place the statements automatically into envelops, that the system store the electronic statements in an electronic file that a designated Probation Department employee can place the electronic statements onto a CD or the selected vendor's system can electronically send the electronic letters to the County's Reprographics' Department for	A		

		printing and mailing.			
1.10	Billing	New system will automatically run a Monthly Billing Statement Summary Balance for revenue distribution line at 2100 hours PST on the 22nd of each month.	A		
1.11	Billing	New system will automatically add interest on the 22nd of each month at 2300 PST on any unpaid restitution balance at 10% annum (.0083333333% monthly).	A		
1.12	Billing / Posting	System must allow for easy user corrections to correct posted payments and to modify billing amounts and case information.	A		
1.13	Calendaring System	Robust calendaring system with built-in conflict checking and case reassignment that can automatically generate documents and emails them to recipients or sends them to a printer	H		
1.14	Case Closure	System must allow for purging cases in compliance with County Auditor policies and procedures.	A		
1.15	Case Closure	System must allow for sealing (masking but retrievable) and unsealing account information.	A		
1.16	Case Set Up	System must have the collection priority as specified in Penal Code 1203.1d.	A		
1.17	Case Set Up	System must assign a collection priority value for each disbursement code in accordance with PC 1203.1d.	A		
1.18	Case Set Up	System must allow new fees and codes to be added and reported as new legislation is passed at no extra cost to County as they arise. If the contractor will not allow Probation Department employee(s) to add the new fees / codes or modify existing fees / codes, the contractor will complete the Probation Department requested changes within 30 calendar days from notification by the Probation Department.	A		
1.19	Case Set Up	System must be able to distinguish between different types of case categories such as public defender, third party collection, formal cases/summary probation and others as they arise.	A		

1.20	Case Set Up	Capability to input data which is in Excel format or Microsoft Access/Microsoft SQL server and import that data from the external source to specific distribution codes within the debtor's accounts OR vendor creates all the tables/attachments in their system but Probation IT staff can make modifications as needed at no expense to the County.	A		
1.21	Case Set Up	System set-up screen must include name; date of birth; akas; social security number; addresses; telephone numbers; history of address; drivers license number; case information; amount set-up; and amount adjusted; employer's name, address and telephone number;	A		
1.22	Case Set Up	System must allow for adding and modifying cases.	A		
1.23	Case Set Up	System to have three fields in where conviction date, sentencing date and date restitution ordered can be populated by Probation Department staff.	A		
1.24	Case Set Up	Field must be provided for restitution pending	A		
1.25	Case Set Up	System will allow for an unlimited number of cases to be entered into the system	A		
1.26	Case Set Up	New system to accept a minor's juvenile hall days detained count cases which are billed to the minor's parent(s) / legal guardian(s)	H		
1.27	Case Set Up	New system to accept juvenile court appointed attorney subject to reimbursement cases which are billed to the minor's parent(s) / legal guardian(s)	H		
1.28	Case Set Up	New cases need to have a case number assigned as required by FTB-COD and FTB-IIC	H		
1.29	Case Transfer to Another County	System to have some type of code to show which cases are still open with us but the case has been transferred to another county and that county is to send us the money they collect for our case.	A		
1.30	Case Transfer to Another County	System to have some type of code to show which cases are still open with another county but the case has been transferred to SLO County. All money SLO Probation	A		

		collects from the defendant is to go to that other county first before we can apply an money to any case where the jurisdiction of the case is in SLO County.			
1.31	Delinquent Accounts / CCP	System must flag accounts that are delinquent one day after the initial grace period has elapsed and the minimum monthly payment has not been received.	A		
1.32	Delinquent Accounts / CCP	As cases age they must have capability to flag certain delinquent cases – (Not all cases will be CCP eligible.	A		
1.33	Delinquent Accounts / CCP	System must provide logic to categorize Comprehensive Collections Program (CCP) cases (Delinquent formal and summary [Bench] probation cases) the first day after the first grace date payment is due if payments ever become delinquent. Once any payment is captured as delinquent, the CCP date will remain on the case until the case is closed.	A		
1.34	Delinquent Accounts / CCP	System must allow for a field indicating “CCP Compliance”	A		
1.35	Delinquent Accounts / CCP	System to allow a field for duration of time when working in a CCP activity with logic that if the CCP field is checked an area is opened to note details of what was actually worked on.	H		
1.36	Delinquent Accounts / CCP	System must allow flexibility for user to identify / over-ride a case that is marked by the system as being a delinquent case.	A		
1.37	Delinquent Accounts / CCP	System will provide the total number of CCP cases where monthly billing statements were mailed to defendants	A		
1.38	FTB	Module needed that links, uploads and downloads with Franchise Tax Board - Court Ordered Debt Collections	A		
1.39	FTB	FTB-CODC / FTB-IIC field created so that when a case becomes 90 days delinquent, the field will populate showing case is eligible to be sent to FTB-CODC and FTB-IIC	A		
1.40	FTB	When Franchise Tax Board changes their parameters, the system must be updated with those parameters by the due date given by FTB.	A		

1.41	FTB	System must meet the requirements of the Franchise Tax Board for Court Ordered Debt and Tax Intercept	A		
1.42	FTB	FTB-Interagency Intercept Collections (IIC) module must allow for code(s) to be inputted in the new collection case management system which will allow for the case to be sent automatically through FTB-IIC's swift account in compliance with FTB-IIC's requirements	A		
1.43	FTB	FTB-CODC (Court Ordered Debt Collections) module must allow for cases in the new system to be able to have the proper code entered into the case per FTB-CODC's requirements to add, withdraw or revise a case that is either being referred to FTB-CODC for collection or is with FTB-CODC	A		
1.44	FTB	Module needed that links, uploads and downloads with the FTB - IIC	A		
1.45	FTB	Any monetary increases or decreases to cases assigned to FTB – IIC module where the amount is not from FTB-IIC, a revision is sent automatically electronically to FTB-IIC per their requirements	A		
1.46	FTB	Any monetary increases or decreases to cases assigned to FTB-COD module where the amount is not from FTB-COD, a revision is sent automatically electronically to FTB-COD per their requirements.	A		
1.47	FTB	FTB-COD module with history download of action files that automatically populates a notes field in the new system for each case file that is separate from other entries	A		
1.48	FTB	FTB-COD action file must offer an alert or flag if address, phone number, name, social security number is different	H		
1.49	FTB	Contractor must provide mandated new fields as outlined by FTB or by legislative act within 30 calendar days from notification to Contractor	A		
1.50	FTB	Payments received from FTB to be automatically electronically posted to debtors' accounts	H		

1.51	FTB	System must automatically add FTB-COD's administrative fees.	H		
1.52	FTB	When payments are received from FTB-COD, the new system is to automatically reduce the amount of FTB-COD's administrative fee on the debtor's case housed by the new system when the payment is posted.	H		
1.53	FTB	FTB-IIC module with history download of action files that automatically populates a notes field in the new system for each case file that is separate from other entries	A		
1.54	General System	A history must be retained as an archive of all changes made by a user to any field.	A		
1.55	General System	Every category and field must be searchable	A		
1.56	General System	Contractor must have a lease option	A		
1.57	General System	Contractor able to host the application on one of their secured servers	O		
1.58	General System	System shall include module for how many times defendant has been to court and distinguish whether it is a misdemeanor or felony case	H		
1.59	General System	System capable of auto populating or shortcutting (e.g. if we type a zip code it auto populates the name of the city and state)	H		
1.60	General System	If the closed date of a case is different than the anticipated closed date in the Monitor Case Management System, a notification (flag) shows in the new collection system	H		
1.61	General System	Ability for defendants to make payments on line via ePayment	H		
1.62	General System	If Contractor provides or has a 3rd party provide ePayment services to the Probation Department, the Contractor shall undergo an annual external audit to be conducted by a reputable 3rd party audit company/companies and which must illustrate annual Payment Card Industry Data Security Standards (PCI-DSS) compliance. Contractor shall then provide designated County Department	A		

		staff a letter after receipt of audit findings, certifying as to the date of such findings and as to whether it passed or failed, as appropriate.			
1.63	General System	If Contractor provides or has a 3rd party provide ePayment services to the Probation Department, the Contractor will utilize their long time experience and expertise to guide the County in meeting all PCI and other industry standards.	A		
1.64	General System	Vendor to provide County with a link to their site for selected County staff to view the Vendor's collections case management system as part of the County's evaluation process for selection a vendor.	H		
1.65	Joint and Several	System must include that as part of Joint and Several restitution groups when one party pays, the amount paid shows as a credit to the other defendant's restitution and Probation collection fee, and the name of the person who made the payment	A		
1.66	Joint and Several	New system will handle cases where the parents are joint and severally liable for the minor's restitution, penalty assessment, and fines.	A		
1.67	Letters	Letter templates to victims and defendants	A		
1.68	Letters	Ability to edit / modify each letter that is generated by the system	A		
1.69	Letters	Capability of adding unlimited letter templates at no charge after go live	H		
1.70	Letters	Interagency Intercept Collections letter to be generated automatically when prompted b a Probation employee as an individual letter or mass volumn	A		
1.71	Payments	System is to reflect the date of when a person pays and the type of payment made	A		
1.72	Postings	Field must be provided for a prepayment (suspense) account. This account should only show transactions that need to be distributed into a defendant's account(s). Once the funds are moved from the "suspense account" to a defendant's account(s), all lines/information	A		

		about the input and export for that specific transaction will go into some type of historical/archived data base.			
1.73	Postings	When NSF or returned checks have been received, inputted and posted, there is an automatic notation that reads “do not accept checks from (insert name)”	H		
1.74	Postings	The new system records the payment against the account and distributes appropriately based upon the business rules established	H		
1.75	Postings	New system accepts a variety of methods of payments including credit cards, debit cards with a Visa logo, e-checks, automatic payments, money orders, cash, cashier checks and personal checks	H		
1.76	Postings	New system shall query system to ensure that check returned or NSF check status has been inputted in the system before accepting e-checks from that particular person	H		
1.77	Postings	New system shall provide email receipt back to on line payer automatically	H		
1.78	Restitution Module	Victim Restitution module needed which calculates interest on victim restitution. Interest to start when restitution is not paid in full by the 1st day after the first grace period billing at 10% annum (.008333333 monthly)	A		
1.79	Restitution Module	Victim Restitution module calculates the collection fee on victim restitution pursuant to Penal Code section 1203.1(l) and as ordered by the Court	A		
1.80	Restitution Module	Victim Restitution module must handle Joint and Several Liability cases – where the perpetrators are either adult cases only, juvenile cases only or a mixture of adult and juvenile cases.	A		
1.81	Restitution Module	System must separate victims from the rest of the debtor accounts.	A		
1.82	Restitution Module	Ability to define separate restitution groups within the same case	A		
1.83	Restitution Module	When interest is calculated it must include the collection fee (at 10% on older cases and at 15% on newer cases as well as being able	A		

		to be manually adjusted by Probation staff) as well for that interest			
1.84	Restitution Module	Interest for the restitution distribution line is to be set at 10% but for each individual case it can be adjusted as needed	H		
1.85	Restitution Module	Interest and collection fee will not be added to any money “in trust” (money that is waiting to clear a preset waiting period date before the money can be distributed into a distribution line)	A		
1.86	Restitution Module	The CR-110/JV-790 Letter Restitution Abstract (CA Judicial Counsel order) order is located in the vendor’s system and auto populates the fields of information contained in the new system	H		
1.87	Security	System must allow for various levels of access to the system functions and data fields as determined at a later point by Probation Management	A		
1.88	Security	System must allow for strictly read only capability for some users	A		
1.89	Security	Contractor to provide an unlimited number of concurrent licenses for read only access for one price	H		
1.90	Security	Probation Officers need to have view access to victim account information	H		
1.91	Security	Juvenile closed cases that have been sealed by the Juvenile court have to be masked from being able to be viewed by any user	A		
1.92	Security	Contractor must comply with and sign third party acceptable use documentation required by the County of San Luis Obispo including: Third Party Application for Remote Access, Acceptable Use Policy, Remote Access Policy, and Acceptable Use Policy Acknowledgement Form as shown in Appendix F	A		
1.93	System Interface	System to provide a financial snapshot of account status as an interface to the Monitor case management system	H		
1.94	System Interface	System has capability to pull the client information from the County’s CJIS hub.	H		

1.95	System Interface	Disbursement report from new system to interface with County's SAP system.	H		
1.96	System Interface	Stale warrants from SAP - Accounts with escheated stale warrants (checks) from the SLO Co. Auditor/Controller's office (have documentation placed into the defendant's file listing the details of the warrant, warrant number, date escheated and document number) auto populated from SAP to new program	H		
1.97	System Interface	Import Juvenile Hall quantity of days for billing from Access database	H		
1.98	System Interface	Track attorney invoices in a spreadsheet	H		
1.99	System Interface	Document repository for scanned document storage	H		
1.100	System Interface	Email notifications from the application to an email group	H		
1.101	System Interface	Email notifications from the Probation Department's Loryx Monitor (Monitor) case management application to the new system and back when a probation officer name or account address changes	O		
1.102	System Interface	New system accepts flag from Monitor case management system that a formal case was opened and needs to be entered into the collection system	O		
1.103	System Interface	New system accepts flag from Monitor case management system that a formal case was opened and needs to be auto populated into the collection system	O		
1.104	System Interface	If the planned expiration date is changed in the Monitor case management system for a given case, a notification (flag) shows in the new collection system	O		
1.105	System Interface	New system to import from the County's CJIS hub the person name, court case number, MNID, social security #, date of birth, mailing address, residence address, work address, any phone numbers including cell phone, driver's license number, and public defender name.	H		

1.106	System Interface	New system to receive a flag from the Probation Department's Monitor case management system when a case is sealed	O		
1.107	System Interface	New system will accept juvenile hall stats affecting payments from the Monitor Case Manager system such as the number of days that a minor is detained in the SLO County Juvenile Hall	H		
2.0	**Reporting Requirements**				
2.01	Billings	Billing statements to be generated once a month for all open accounts with a due date and delinquent date as set by the Probation Department personnel	A		
2.02	Billings	System automatically generates the statements	A		
2.03	Billings	Contractor's system mails out the billing statements to each debtor either via U.S. Mail service or via email	O		
2.04	Case Set Up	System must have fields for each type of payment as described by Probation management	A		
2.05	Case Set Up	Based on the Manual of Accounting and Audit Guidelines for Trial Courts (Appendix C) from the California Office of the State Controller, the System should have the ability to breakdown and prioritize court ordered and violation code fines into their respective distribution	H		
2.06	General System	System must be able to prioritize staff person's work for that day by using rules in the system tied to account status	A		
2.07	General System	System security must be able to obtain a report which shows if changes are made to billing and/or receivables	A		
2.08	General System	System must have user configurable field titles	A		
2.09	General System	System must have capability of reporting the user time spent on various activities as an audit trail and report via date, work activity, worker name	H		
2.10	Letters	System must have capability to create ad hoc letters by users for multiple types of delinquency	A		

2.11	Letters	Any letter can be sent out as a bulk mailing to selected probationers as desired by a collection officer.	H		
2.12	Postings	System must have capability of automatically or manually changing the daily transaction date	A		
2.13	Reports	Ad hoc reporting and querying of each debt and debtor category including for all types of cases with a given dollar value, delinquent, by account, by restitution or fine, victim, and / or all other data elements from tables individually or by multiple fields chosen.	A		
2.14	Reports	Must be able to provide annual Administrative Office of the Courts (AOC) collection report	H		
2.15	Reports	System must be capable of reporting for a user specified period of time a listing of all monies collected against each distribution code in multiple formats including Excel	A		
2.16	Reports	System must be capable of reporting the total monies collected in each distribution code for CCP cases only, for a specified period of time	A		
2.17	Reports	System must generate a report indicating the amount of money received each day from all sources	A		
2.18	Reports	System must generate a reconciliation summary report by trust or accounts for payments posted	A		
2.19	Reports	System must generate a cash report showing method of payment, amount paid, cash back, which can be generated at a date and time specified by the user	A		
2.20	Reports	System must have a detailed payment report	A		
2.21	Reports	System must be capable to allow user to run a daily reconciliation report delineating out all money received as cued by user for one or more of the following types of payments: 1) checks received which includes personal checks and cashier checks, 2) money orders, 3) credit card type and 4) cash.	A		

2.22	Reports	System must be capable to allow user to run an Adjustment Journal Report for either Billings, Receivables or both Billings and Receivables	A		
2.23	Reports	All reports must be capable of being run by user selecting to run a report by any select user's code	A		
3.0	**Technical Requirements**				
3.01	Billings	System should be capable of handling batch processing for bulk mailing.	H		
3.02	General System	System should have Active Directory/LDAP integration. Users should be able to log into System with their Windows Logon credentials.	H		
3.03	General System	System should show no signs of performance degradation during peak usage (list maximum number of concurrent users before performance degradation is noticed)	H		
3.04	General System	System must be able to run on Windows XP Operating System	A		
3.05	General System	System must be able to run on virtual server	A		
3.06	General System / Security	System must allow username and password changes for client/server and server/server communication and password must be secured	A		
3.07	Security	If no Active Directory/LDAP integration, system must have secure and intuitive user management system	A		
3.08	Security	System should have the ability to set administrative rights on a granular level.	H		
3.09	Security	System should allow security controls through Active Directory Groups	H		
3.10	Security	The system is to not allow anyone to make any changes, post any billings, etc to the new program while the new program system is automatically running the Monthly Billing Statement Summary, adding interest to each account in which restitution is owed as outlined in another section, while the system ages cases once a month and when the system is running the monthly statements – from 2000	A		

		hours PST on the 22nd of each month to 0400 hours PST on the 23rd of each month.			
3.11	System Conversion	If system is hosted there should be allowance for three server layers (development, test, and production)	A		
3.12	System Conversion	System must have allowance for three server layers (development, testing/QC, and production)	A		
3.13	System Conversion	System should have the capability to promote and demote versions and data between the three server layers (development, testing/QC, and production	H		
3.14	System Conversion	Database must be normalized for relational structure	A		
3.15	System Interface	Application should be capable of interfacing with other County applications	H		
3.16	System Interface	Application should be capable of Listen to and subscribe from XML data exchange, such as Monitor.net	H		
3.17	System Interface	Application must be capable of interfacing with GJXDM Compliance schema, such as SLO County Criminal Justice Information System (CJIS)	A		
3.18	System Interface	System interface should be Web based. If not web based, a packaging tool should be available for deployment of application and application upgrades to multiple computers on a local area network.	H		
3.19	Technical Assistance	Contractor should provide technical assistance Monday through Friday from 0730 hours to 1730 hours Pacific time except for County holidays at no cost to the Probation Department.	H		
3.20	Training	Vendor must provide technical and support documentation for both administrators and users.	A		
4.0	**Data Conversion Requirements**				
4.01	General System / System Conversation	Data that is migrated must allow for various collection fee percentages that are in our current system	A		

4.02	System Conversion	All codes and accounting descriptions in current Probation LQ system must convert to new system	A		
4.03	System Conversion	Any LQ (current system) probation case with an "H" on the end of the probation case number needs to be migrated to new system based upon the distribution code, not the entire case. This requirement must be fulfilled by County but accepted by new system	A		
4.04	System Conversion	Data migration must be accurate and will be done as many times as necessary to make it accurate. The data migration will be accepted by County only after the County performs complete automated data migration testing	A		
4.05	Data Population in New System	Highlighted areas in documents contained in Appendix H to be auto-populated from data in the new system. At the time documents contained in Appendix H are being created in the vendor's system, the County reserves the right to modify the documents, delete documents or to add documents	H		
5.0	**Training Requirements**				
5.1	Training	Contractor will provide tutorials on how to use all aspects of their system – ie, how to add new cases, make a variety of changes to existing cases, run reports / query tables, etc. as part of the price of the system being leased by the Probation Department	A		
5.2	Training	Contractor will provide detailed training for approximately 22 Probation Department employees in the areas needed for the Probation Department employees to perform their specific job tasks as part of the price of the system being leased by the Probation Department	A		
6.0	**Documentation Requirements**				
6.1	System Conversion	If application is leased or purchased, County requires documentation to run the system on site or hosted elsewhere	A		

APPENDIX D – COST PROPOSALS ***(Note: There is a M/S Word form for a SaaS proposal, one for an ASP proposal, and one for a County hosted solution – complete as many as the options you are proposing)***

PLEASE COMPLETE ANY OR ALL OF THE FOLLOWING THREE (3) COST PROPOSALS DEPENDING UPON THE OPTIONS YOU CHOOSE TO QUOTE
(ASP, SaaS, or County Hosted)

APPLICATION SERVICE PROVIDER (ASP) COST PROPOSAL

Cost Proposal					
DESCRIPTION		**QTY**	**PRICE**	**TOTAL**	**COMMENTS**
Proposed Software Products					
	List all software products to be used and describe licensing model (concurrent, named user, etc.)				
	List all third-party owned software products to be used and describe licensing model				
TOTAL MONTHLY (ON-GOING) COSTS					
Proposed Hardware Systems					
	Server Make/Model (Description)				
	Other hardware description				
	Other hardware description				
	Total Proposed Hardware Systems				
Proposed Professional Services					
	Implementation services (such as data conversion, configuration assistance, and specialized consulting)				
	List all implementation services and provide a description				
	Total Implementation Services				
	Training services				
	List training services				
	Total Training Services				
Total Professional Services					
Expenses					
	Reimbursable Expenses				
	Insurance Fee to Comply with County General Conditions				
Total Expenses					
TOTAL ONE TIME COSTS					

SOFTWARE AS A SERVICE (SaaS) COST PROPOSAL
(Either County hosted or Vendor hosted)

Cost Proposal					
DESCRIPTION		**QTY**	**PRICE**	**TOTAL**	**COMMENTS**
Proposed Software Products					
	List all software products to be used and describe licensing model (concurrent, named user, etc.)				
	Total Proposed Software Products (monthly)				
TOTAL MONTHLY (ON-GOING) COSTS					
Proposed Professional Services					
	Implementation services (such as data conversion, configuration assistance, and specialized consulting)				
	List all implementation services and provide a description				
	Total Implementation Services				
	Training services				
	List training services				
	Total Training Services				
Total Professional Services					
Expenses					
	Reimbursable Expenses				
	Insurance Fee to Comply with County General Conditions				
Total Expenses					
TOTAL ONE TIME COSTS					

COUNTY HOSTED COST PROPOSAL
(County purchased and hosted)

Cost Proposal					
DESCRIPTION		**QTY**	**PRICE**	**TOTAL**	**COMMENTS**
Proposed Software Products					
	List all software products to be used and describe licensing model (concurrent, named user, etc.)				
	List all third-party owned software products to be used and describe licensing model				
TOTAL MONTHLY (ON-GOING) COSTS					
Proposed Hardware Systems					
	Server Make/Model (Description)				
	Other hardware description				
	Other hardware description				
	Total Proposed Hardware Systems				
Proposed Professional Services					
	Implementation services (such as data conversion, configuration assistance, and specialized consulting)				
	List all implementation services and provide a description				
	Total Implementation Services				
	Training services				
	List training services				
	Total Training Services				
Total Professional Services					
Expenses					
	Reimbursable Expenses				
	Insurance Fee to Comply with County General Conditions				
Total Expenses					
TOTAL ONE TIME COSTS					

Appendices E through **J** should be downloaded by clicking on the links below or from the County Purchasing web site at:
http://www.slocounty.ca.gov/GSA/Purchasing/Current_Formal_Bids_and _Proposals.htm

APPENDIX E – CONSULTANT INFORMATION SUMMARY
Download Appendix E

APPENDIX F – VENDOR HISTORY, ETC
Download Appendix F

APPENDIX G – LETTERS, COURT MEMOS, COURT ORDERS THAT COUNTY REQUIRES NEW SYSTEM TO GENERATE
Download Appendix G

APPENDIX H – SPREADSHEETS
Download Appendix H

APPENDIX I - SCREEN PRINTS OF COUNTY'S CURRENT LQ SYSTEM INDICATING DATA REQUIRED TO BE CONVERTED INTO THE NEW SYSTEM
Download Appendix I

APPENDIX J – ANY OTHER DOCUMENTS NOT COVERED IN APPENDIX E, F OR G
Download Appendix J