



REQUEST FOR PROPOSAL RFP # 08 - 03

District Attorney Case Management System

DUE DATE: March 21, 2008 at 3:00 PM, PDT

San Joaquin County
Purchasing and Support Services
222 E. Weber Ave., Room 675
Stockton, CA 95202

BUYER: Jon Drake; jdrake@sigov.org; 209-468-3250

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KEY ACTION EVENTS AND DATES

Listed below are the events and dates for this RFP. All dates are subject to revision.

<u>Event No.</u>	<u>Description</u>	<u>Date</u>
1.	Release of RFP	Monday, February 11, 2008
2.	Pre-Proposal Conference – Review of RFP 10:00 am	Wednesday, February 20, 2008
3.	Last day for Proposers to submit questions 5:00 pm	Friday, February 29, 2008
4.	Last day for County to answer questions 5:00 pm	Wednesday, March 5, 2008
5.	Proposal is due no later than 3:00 PM, PST	Friday, March 21, 2008
6.	Tentative date for proposer presentations (If required)	Friday, April 4, 2008
7.	Award	TBD

INTRODUCTION SHEET

The County of San Joaquin is soliciting Request for Proposals (RFP) for its District Attorney's Office (Division). Prospective Proposers are responsible for having full knowledge of this project and all issues affecting it.

PURPOSE and SCOPE OF WORK

The San Joaquin County District Attorney's Office is seeking to purchase a case management system to more efficiently process, track, and evaluate the handling of cases within the office. These cases are primarily criminal and juvenile delinquency cases, and some civil enforcement cases, asset forfeiture cases, and mental health commitment cases. This office does not handle juvenile dependency cases or child support enforcement.

In addition to managing the cases filed by the office, the system should also provide for management of cases handled by the District Attorney Investigations Bureau (DAI) and the Victim/Witness Assistance Unit (V/W). DAI conducts original criminal investigations, welfare fraud investigations, child abduction investigations, officer-involved fatal incident investigations (protocols) and trial support activities including subpoena service, witness location, discovery compliance, and trial exhibit preparation. V/W provides support services to victims and witnesses during investigations and prosecutions and assistance with submitting claims to the state Victim Claims Board (VCB).

Functional requirements are listed in this RFP. Additionally vendors should be familiar with the progress of the Administrative Office of the Courts (AOC) in developing a state-wide case management system for all California courts. Any proposed system for the District Attorney must be capable of data exchange with the system eventually implemented by the courts without substantial modification or substantial additional cost.

Any proposed system should be one that has proven itself by operating successfully in district attorney offices as large or larger than the San Joaquin County District Attorney. Systems that are successfully operating in offices in California are preferred. Vendors will be expected to provide references. The top two Proposers may be requested to make presentations of their proposed systems at the Office of the District Attorney before the final selection of a vendor is completed.

The District Attorney intends to purchase system software and implementation and training services through this RFP. Data conversion services should be included as needed to allow use of data currently in the legacy databases in the District Attorney's Office and the integrated county run Criminal Justice Information System (CJIS), Juvenile Justice Information System (JJIS), and Local Area Warrant System (LAWS). The purchase of servers and other hardware necessary to operate the proposed system is not included in this RFP but vendors will be expected to specify what hardware is needed and provide a cost estimate for its purchase.

The County has budgeted \$650,000 for software, hardware, and all services necessary to complete this project. Purchase and installation of the system must be completed not later than June 30, 2009.

A fixed bid is required for all necessary software and services. The bid must not exceed the budget and time frame listed in the paragraph above. Budget overages will not be acceptable and the selected vendor will be expected to adhere to schedule, scope and budget constraints.

****NON MANDATORY PRE-PROPOSAL CONFERENCE****

There will be a **NON MANDATORY** Pre-Proposal Conference scheduled for **Wednesday, February 20, 2008 at 10:00 AM, PST.** Meeting to be held at the Purchasing office; San Joaquin County Courthouse, 222 E. Weber Avenue, Room 675, Stockton, CA 95202. This will be the only opportunity to openly discuss the project. **Attendance is highly recommended.**

COST STRUCTURE PROPOSAL

Cost proposal is to include costs associated with:

- > System software purchase
- > Implementation and training services
- > Equipment purchase estimates (not to be purchased through this agreement, but cost estimates are required.)
- > Itemized costs associated with response codes T and/or M as shown in the Functional Requirement portion (Exhibit A), where applicable.

Cost proposals are to be provided in the manner described herein and submitted in a **separate sealed envelope**.

When submitting cost information, Proposer must provide a detailed breakdown of all costs associated with the provision of services.

Proposal must be valid for a period of ninety (90) working days from RFP due date.

The County reserves the right to employ third party financing in lieu of using Proposer's financing if, in the opinion of the County, it is in the County's best interest.

GRADING CRITERIA

Following the deadline for receipt of proposals, all proposals submitted will be analyzed and reviewed by a review panel consisting of representative(s) of the District Attorney's Office and Purchasing Department.

In the RFP process, the County reserves the right to negotiate a contract based on all factors involved in the written proposal without further discussion or interview.

Proposals will be evaluated for cost and compliance with all requirements set forth in this RFP, including timely submission and provision of all documents requested; and for the following minimum requirements:

- System Meets Functional Requirements (x 3)
- System Operating Successfully in Similar Sized (or larger) District Attorney Offices (x 3)
- Experience of vendor in working in CA legal environment (x 2)
- References (x 1)
- Cost of system (x 1)

Proposals shall be scored on a scale of 1 (lowest) - 10 (highest) on each of the criteria listed above multiplied by the factor listed for each. The highest score possible will be 100.

GENERAL PROPOSAL REQUIREMENTS

1. CONTRACTOR RESPONSIBILITIES:

All procedures and services must be in compliance with all Federal, State, and County Local Laws and Regulations.

2. SUBMITTAL FORMAT

A. Forms to be included in your response are listed below:

- 1) Identification Sheet
- 2) W-9
- 3) Licenses / Certifications as required
- 4) References
- 5) One (1) copy of proposal clearly marked "ORIGINAL" and four (4) clearly marked "COPY"

B. Proposers are to submit accurate responses to Functional Requirements questions. These questions and Instructions for completion are contained in Exhibit A.

3. SPECIFICATION CHANGES:

The County may, during the proposal period, advise the Proposer in writing of additions, omissions, or alterations in the specifications. Changes shall be included in the RFP and become part of the specifications as if originally submitted.

4. AMENDMENTS:

No one is authorized to amend this proposal in any respect, by an oral statement, or to make any representation or interpretation in conflict with the provisions of this RFP. If necessary, supplementary information in addendum form will be prepared and posted on the "Purchasing Open Bids" website. It is the Proposer's responsibility to obtain and sign all addendum(s) for the RFP at:

<http://www.sjgov.org/supportserv/Control/PurchasingBids.asp>

Proposers are required to include in their proposal, a signed copy of each addendum(s) that was issued for this RFP. This is to acknowledge receipt and declare that addendum(s) are understood and their content is incorporated in the proposal. **Failure to include each signed addendum(s) may result in the proposal to be considered "non-responsive" and removed from further evaluation.**

5. **RFP WITHDRAWAL:**

Any Proposer may withdraw their proposal, either personally or by written request, at any time **prior** to the date and time due.

6. **RIGHT TO REJECT PROPOSALS:**

San Joaquin County reserves the right to reject any and all proposals, or any part of a proposal; to waive minor defects or technicalities; or to solicit new proposals on the same project or modified project, which may include portions of the original RFP document, as the County may deem necessary and in its best interest. False, incomplete or unresponsive statements in connection with a submitted proposal may be sufficient cause for rejection. The County will be the sole judge in making such determinations.

7. **EXAMINE SPECIFICATIONS:**

Proposer shall thoroughly examine and be familiar with the specifications herein. Failure or omission of any Proposer to receive or examine any form, instrument, addendum or other document, or become acquainted with existing conditions, shall in no way relieve Proposer from any obligations with respect to Proposer's offer or to the contract. Submission of a proposal shall be taken as prima facie evidence of compliance with this section.

8. **SITE INSPECTION:**

Proposers shall have examined the work sites, and shall be responsible for having acquired full knowledge of the job and of all issues affecting it. No variations or allowances from the contract sum will be made because of lack of such examination.

9. **ALL RFP DOCUMENTS PART OF FINAL CONTRACT:**

Any RFP documents, letters and materials submitted by the Proposer shall be binding and included as part of the final contract. Unauthorized conditions, limitations or provisions attached to proposals may cause its rejection.

10. **EXCEPTIONS:**

Any exceptions to this RFP must be stated in your proposal. It is otherwise assumed that the wording within this document is acceptable and agreed to by the Proposer.

11. **RESULTING CONTRACT:**

Through the RFP process, the County reserves the right to negotiate a contract based on all factors involved in the written proposal without further discussion or interview.

The performance of the contract resulting from this proposal shall be governed, construed and interpreted according to the laws of the State of California.

Terms and Conditions of a resulting contract shall be those of Exhibit B "Sample Contract". Any contentions **must** be submitted with your RFP.

12. **NOTICE:**

Any notice, demand, request, consent approval or communication that either party desires or is required to give the other party shall be in writing and either serviced personally or sent by pre-paid first-class mail, or the equivalent thereof by private carrier. Any such writing shall be addressed to County of San Joaquin, Purchasing Department, 222 E. Weber Avenue, Room 675, Stockton, CA, 95202, Attention: **Jon Drake and RFP 08-03**

IDENTIFICATION SHEET

RESPONDENT TO COMPLETE AND RETURN WITH PROPOSAL

Type or print the following information:

Company: _____

Address: _____

(City) (State) (Zip)

Name: _____

Title: _____ E-mail: _____

Telephone: () _____ Fax: () _____

Years in business: _____

Number of employees: _____

Name of Insurance carriers: _____

Public Liability: _____ Expires: _____

Workers' Compensation: _____ Expires: _____

REFERENCES

SIMILAR CONTRACTS/RFPS PERFORMED: List below contracts under which the Proposer has provided similar services during the past three (3) years. Include any contracts performed in the state of California.

Proposer's financial stability, technical and support capabilities will be verified through reference checking, which may include site visits and contact with other clients or vendors.

FIRM NAME: _____

ADDRESS: _____

PHONE NUMBER: _____

CONTACT PERSON: _____

DATE OF CONTRACT: _____ through _____

FIRM NAME: _____

ADDRESS: _____

PHONE NUMBER: _____

CONTACT PERSON: _____

DATE OF CONTRACT: _____ through _____

FIRM NAME: _____

ADDRESS: _____

PHONE NUMBER: _____

CONTACT PERSON: _____

DATE OF CONTRACT: _____ through _____

NON-COLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

In accordance with Title 23, United States Code Section 112, and Public Contract Code 7106, the bidder declares that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or solicited any other proposer to submit a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Proposer or any other proposer, or to fix any overhead, profit or cost element of the proposal price, or of that of any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further, that the Proposer has not, directly or indirectly, submitted their proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

NOTE: The above Non-collusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Non-collusion Affidavit.

Proposers are cautioned that making a false certification may subject the certifier to criminal prosecution.

SUBMITTAL OF PROPOSALS

Sealed Proposals will be received at the Office of the Purchasing Agent at 222 E. Weber Avenue, Room 675, Stockton, CA, 95202, until **Friday, March 21, 2008 at 3:00 PM, PDT**

ALL PROPOSALS SHALL BE ADDRESSED AS FOLLOWS:

Request for Proposal 08-03
Purchasing Agent
County of San Joaquin
222 E. Weber Avenue Room 675
Stockton, CA 95202

The Proposal envelope shall have stated thereon the name and address of the submitting Contractor.

PROPOSALS WILL NOT BE ACCEPTED AFTER **Friday, March 21, 2008 at 3:00 PM PDT**
ALL PROPOSALS RECEIVED AFTER SAID TIME AND DATE WILL BE TIME-STAMPED AND
RETURNED UNOPENED TO THE SUBMITTER.

**THE COUNTY WILL NOT ACCEPT PROPOSAL RESPONSES SUBMITTED BY FAX OR
EMAIL.**

PROPOSAL AUTHORIZATION

SIGNATURE PAGE

The undersigned, having carefully read and examined this RFP, and being familiar with (1) all the conditions applicable to the work for which this proposal is submitted; (2) with availability of the required equipment, materials and labor hereby agrees to provide everything necessary to complete the work for which this proposal is submitted in accordance with the proposal documents for the amounts quoted herein and further agrees that if this proposal is accepted, within five (5) days after the contract is presented for acceptance, will execute, and mail a signed contract to the County of San Joaquin Purchasing Agent.

In addition, by submission of a proposal, Proposer attest to having possession of a duly issued valid contractor's license issued by the State of California. Such license authorizes a Proposer to contract to perform type of work required by the specifications. Should the Proposer fail to provide the number and classification of Proposer's State of California Contractor's License, the County may reject your Proposal.

This Signature/Authorization page must be in Section 1 of your Proposal.

Signature of Authorized Agent

Date

Printed Name of Authorized Agent

EXHIBIT A

FUNCTIONAL REQUIREMENTS

Instructions for responding to the functional requirements portion of this RFP.

RESPONSE CODES

C = Compliant	Requirement will be met by proposed system and software that is operational and can be demonstrated by the vendor.
N = Not Compliant	Requirement cannot be met by proposed system and software.
T = Third Party Software Required	Requirement cannot be met by the proposed system without additional software or utilities. Additional software and utilities shall be listed. All work shall be performed by the vendor and additional costs, if any, shall be itemized.
M = Minor modifications Required	Requirement can be met with proposed minor modifications to existing system or software. All work shall be performed by the vendor and additional costs, if any, shall be itemized.

Where a response to a requirement is omitted, it will be considered the same as a response of **N** (Not Compliant.)

Any deviation from the response codes will be considered at the discretion of San Joaquin County.

All costs associated with responses of **T** or **M** must be itemized and included in the proposal submitted.

Vendors may use the comment section to provide additional information relevant to the requirement.

					FUNCTIONAL REQUIREMENTS	RESPONSE CODE	COMMENTS
	1.1				Systems will use a commercial relational database, preferably Oracle, and be modular in design. The modules will include the following functions, which can be combined in a lesser number of modules:		
		1.1.1			Adult Criminal Case		
		1.1.2			Juvenile Delinquency Case		
		1.1.3			Victim/Witness		
		1.1.4			Investigations		
		1.1.5			Restitution		
		1.1.6			Asset Forfeiture		
		1.1.7			Civil Case Management		
		1.1.8			Welfare Fraud		
		1.1.9			Discovery		
	1.2				The system must maintain and make available extensive information pertaining to each case		
	1.3				The system will provide for import and export of data from current county integrated criminal justice database systems, internal DA databases, and be capable of connectivity with planned state-wide court case management system and local police and sheriff records management systems (RMS)		
		1.3.1			County systems – information in these systems must be capable of retrieval viewing, modification and printing through the proposed system		
			1.3.1.1		Criminal Justice Information System (CJIS)		
			1.3.1.2		Juvenile Justice Information System (JJIS)		
			1.3.1.3		Local Area Warrant System (LAWS)		
		1.3.2			DA internal database systems – Data must be converted and imported to new system for use as if originally entered in the proposed system.		
			1.3.2.1		DA Domestic Violence Database		
			1.3.2.2		DA Child Abuse/Sexual Assault Database		
			1.3.2.3		DA Investigations Database		
			1.3.2.4		DA Restitution Database		

					FUNCTIONAL REQUIREMENTS	RESPONSE CODE	COMMENTS
			1.3.2.5		DA IMPACT (Welfare Fraud) Database		
	1.3.3				California Administrative Office of the Courts (AOC) case management system – System must be capable of importing and exporting data to the proposed court system.		
	1.3.4				Local police agency Record Management Systems (RMS) and document management systems (e.g. OnBase), and regional data sharing systems (e.g. JDL).		
			1.3.4.1		System must be capable of importing data and documents, including electronic data, scanned documents, and photos.		
			1.3.4.2		System must be capable of allowing limited read-only access to screens by local police agencies (e.g. subpoena status, evidence disposition).		
	1.4				The system will continue with our current case numbering system and automatically assign a new number for unique persons.		
		1.4.1			The system will be able to link a case to multiple court case numbers or police report numbers.		
	1.5				Modules must be integrated with each other so that duplicate information is not entered.		
			1.5.1.1		Demographic and other information related to an individual person or organization associated in any way with any number of incidents or cases within the system should only be entered into the system once.		
			1.5.1.2		Changes to information will only be entered once and will be shown wherever that information appears in the system.		
			1.5.1.3		System will maintain an accessible history of changes to user selected information (i.e. historical address or contact information).		
	1.6				The system will provide the ability to track a person's activity in a gang.		

					FUNCTIONAL REQUIREMENTS	RESPONSE CODE	COMMENTS
	1.7				The system will provide the ability to track cases related to grants.		
		1.7.1			Will provide statistical reports in formats required by state and federal agencies.		
		1.7.2			Will track time and activity information for grant accounting and billing.		
	1.8				The system will be 'person' based as well as 'case' based.		
		1.8.1			The system will have the ability to identify a person and all related case information associated with that person. i.e. all aka's, cases relationship to cases (victim/witness/defendant/parent/guardian)..		
	1.9				The system must easily expand to accommodate increases in recorded database size as well as concurrent user access without degradation in response time.		
	1.10				Context sensitive on-line help screens must be available in all modules.		
	1.11				The system will support thin client or client/server architecture and provide graphical user interfaces for pc workstations.		
		1.11.1			The system may use web based screens.		
	1.12				The system will offer both menu guided and hot-key access for all modules.		
	1.13				The system must support multiple defendants per case number		
	1.14				The system must have the capability to permit authorized users to modify data.		

						FUNCTIONAL REQUIREMENTS	RESPONSE CODE	COMMENTS
	1.15					The system must not allow a case to be closed without final charges, sentencing, Criminal Protective Order (CPO), restitution, and contraband confiscation entries completed.		
		1.15.1				The system will support customer defined required fields		
		1.15.2				The system will support automatic notification to appropriate units/individuals via e-mail for property release.		
	1.16					The system will incorporate standards and concepts for open systems and system connectivity.		
		1.16.1				ODBC and RDBMS compliant		
		1.16.2				Global Justice XML compliant.		
		1.16.3				National Information Exchange Module (NIEM)		
	1.17					The system will have the capability to import and export data at least in the format of delimited ASCII.		
		1.17.1				The system will provide for importing California code sections and charging language from various media (web download, CD/DVD, conversion from county legacy systems)		
		1.17.2				The system will provide an easy way to update California code sections and charging language to account for new statutes and court decisions.		

						FUNCTIONAL REQUIREMENTS	RESPONSE CODE	COMMENTS
	1.18					The system must support an unattended backup device.		
	1.19					The system will permit photographs and other scanned images to be brought into the system and connected to a case. These images can be viewed on inquiry or printed out.		
		1.19.1				Image formats accepted for documents: PDF, TIFF, JPEG, GIF, BMP, PSD, PNG.		
		1.19.2				No proprietary file header formats to label digital images.		
	1.20					The system will provide the ability to track evidence related to a case and attach images of that evidence.		
	1.21					The system will provide the ability to track and log the location of the case via barcode scanner.		
	1.22					The system will provide the ability to track drug and other lab tests (alcohol, DNA) being conducted in a case.		
	1.23					The system will provide the ability to track all participants in a case.		
		1.23.1				Defendant		
		1.23.2				co-defendant		
		1.23.3				victim(s)		
		1.23.4				witness(s)		
		1.23.5				officer(s)		
		1.23.6				defense attorney(s)		
		1.23.7				guardian(s)		
		1.23.8				relative(s)		
		1.23.9				other interested parties		

						FUNCTIONAL REQUIREMENTS	RESPONSE CODE	COMMENTS
	1.24					The system will provide the ability to generate Microsoft Word and WordPerfect documents, and to import existing documents, with data automatically merged from the database into the document.		
		1.24.1				Standard documents including but not limited to:		
			1.24.1.1			Arrest warrant		
			1.24.1.2			Bench warrant		
			1.24.1.3			Subpoena		
			1.24.1.4			Restitution letters and forms		
			1.24.1.5			Complaint, Information, Indictment		
			1.24.1.6			Notice to appear		
			1.24.1.7			Property release forms		
			1.24.1.8			Victim Disposition Notification		
			1.24.1.9			Order to Show Cause re Probation Violation		
	1.25					The system will provide the ability to merge (or cut/paste) information not found in the database into Microsoft Word and WordPerfect documents with the use of special user prompts or list boxes.		
	1.26					The System will provide the ability to generate criminal complaints listing multiple defendants, charges and charge victims.		
		1.26.1				List multiple defendants in the caption.		
		1.26.2				Each charge will include one or more of the defendants.		
		1.26.3				A list of victim(s) specific to that charge.		
		1.26.4				Ability to modify victim names where confidentiality is authorized on court documents (e.g. charging as "J Doe #1" r		

						as "Richard R.").		
						FUNCTIONAL REQUIREMENTS	RESPONSE CODE	COMMENTS
	1.27					The system will provide the ability to generate multiple subpoenas including multiple types of subpoenas. with one action as a group of documents.		
		1.27.1				The system will provide the ability to track the service of subpoenas.		
		1.27.2				The system will be able to notify the user before a hearing whether all subpoenas have been served.		
		1.27.3				The system will provide screens for users to check the status of subpoenas.		
		1.27.4				The system will support e-mail service of selected subpoenas.		
	1.28					The system will generated ticklers and reminders for future events in both criminal and civil cases.		
	1.29					The system will be compatible with recognized industry e-mail protocols and standards, specifically Novell GroupWise and Microsoft Exchange.		
	1.30					Person database or General Person Lookup System (GPLS) with at least the following information:		
		1.30.1				Last name		
		1.30.2				First name		
		1.30.3				Middle name		
		1.30.4				Soundex		
		1.30.5				Alias(es)		
		1.30.6				Height		

						FUNCTIONAL REQUIREMENTS	RESPONSE CODE	COMMENTS
		1.30.7				Weight		
		1.30.8				Eye color		
		1.30.9				Hair color		
		1.30.10				California Drivers License		
		1.30.11				SSN		
		1.30.12				State ID number		
		1.30.13				FBI number		
		1.30.14				Other ID number		
		1.30.15				Person Type		
		1.30.16				DOB		
		1.30.17				Sex		
		1.30.18				Race		
		1.30.19				Last known address		
		1.30.20				Mugshot		
	1.31					Contain Victim/Witness module which will track at least the following information:		
		1.31.1				Intake Log (intake screen) including:		
			1.31.1.1			DA log number		
			1.31.1.2			Received date		
			1.31.1.3			Offense date and time		
			1.31.1.4			Offense location		
			1.31.1.5			Agency report number		
			1.31.1.6			Case type		
			1.31.1.7			Reviewing prosecutor		
			1.31.1.8			Investigating officer		
			1.31.1.9			Report disposition		
			1.31.1.10			Special unit		
			1.31.1.11			Intake type		
			1.31.1.12			Crime type (charges)		
			1.31.1.13			Investigating agency		
			1.31.1.14			Disposition date		

						FUNCTIONAL REQUIREMENTS	RESPONSE CODE	COMMENTS
			1.31.1.15			Victim Claims Board (VCB) eligible		
			1.31.1.16			Advocate		
			1.31.1.17			Unit name (secure certain files from being viewed by non unit members)		
	1.31.2					Case worksheet		
			1.31.2.1			Case number		
			1.31.2.2			Case name		
			1.31.2.3			Prosecutor assigned		
			1.31.2.4			Branch Office		
			1.31.2.5			Victim Advocate		
			1.31.2.6			Status		
			1.31.2.7			Transferred (5he date the case was transferred)		
			1.31.2.9			Unit name		
			1.31.2.10			Comments		
	1.31.3					Events		
			1.31.3. 1			Event type		
			1.31.3.2			Event sub type		
			1.31.3.3			Prosecutor		
			1.31.3.4			Advocate		
			1.31.3.5			Judge		
			1.31.3.6			Attorney		
			1.31.3.7			Result		
			1.31.3.8			Court/Courtroom		
			1.31.3.9			Comments		
1.32						Juvenile module		
	1.32.1					The system will include the information listed below under Adult Module as well as some additional user defined fields.		

						FUNCTIONAL REQUIREMENTS	RESPONSE CODE	COMMENTS
		1.32.2				The system will have the ability to hide any and all juvenile information except for persons that have the required access and authorization.		
			1.33.2.1			Case number		
			1.33.2.2			Def. name		
			1.33.2.3			Strike		
			1.33.2.4			Disposition		
			1.33.2.5			Event Type		
			1.33.2.6			Event sub type		
			1.33.2.7			Prosecutor		
			1.33.2.8			Judge		
			1.33.2.9			Court Location		
			1.33.2.10			Reason		
		1.33.3				Defendants		
			1.33.3.1			DA file number		
			1.33.3.2			Referring agency #		
			1.33.3.3			Received date		
			1.33.3.4			Offense date		
			1.33.3.5			Reporting officer		
			1.33.3.6			Case name		
			1.33.3.9			Defendant name		
			1.33.3.10			DOB		
			1.33.3.11			SSN		
			1.33.3.12			Sex		
			1.33.3.13			Race		
			1.33.3.14			Case type		
			1.33.3.15			Crime type		
			1.33.3.16			Event type		
			1.33.3.17			Event sub type		
			1.33.3.18			Defendant status		

						FUNCTIONAL REQUIREMENTS	RESPONSE CODE	COMMENTS
			1.33.3.19			Judge		
			1.33.3.20			Referred charge		
			1.33.3.21			Filed charge		
			1.33.3.22			Criminal Protective Order (CPO)		
			1.33.4.2.3			Address		
			1.33.4.2.4			City		
			1.33.4.2.5			County		
			1.33.4.2.6			State		
			1.33.4.2.8			Zip Code		
		1.33.5				Civilian and non-civilian witnesses		
			1.33.5.1			Case number with def. name		
			1.33.5.2			Name		
			1.33.5.3			Type of witness		
			1.33.5.4			Applicant name		
			1.33.5.5			Relation		
			1.33.5.6			Special Instruction		
			1.33.5.7			Injury case		
			1.33.5.8			Injury type		
			1.33.5.9			Weapon		
			1.33.5.10			Severity		
			1.33.5.11			Treatment location		
			1.33.5.12			Deceased		
			1.33.5.13			Subpoena		
			1.33.5.14			No contact		
			1.33.5.15			Injured by weapon		
			1.33.5.16			J. Doe		
			1.33.5.17			Pregnant		
			1.33.5.18			Disability		
			1.33.5.19			Injured by def.		
			1.33.5.20			Value		
			1.33.5.21			Date Subpoena		
			1.33.5.22			Grant		

						FUNCTIONAL REQUIREMENTS	RESPONSE CODE	COMMENTS
			1.33.5.23			Advocate		
			1.33.5.24			Comment		
			1.33.5.25			Subpoena instructions		
			1.33.5.26			Consideration		
			1.33.5.27			Date notification		
			1.33.5.28			Event date		
			1.33.5.29			Event type		
			1.33.5.30			Event sub type		
			1.33.5.31			Mode of contact		
			1.33.5.32			Contact status		
		1.33.6				Gang Affiliation		
			1.33.6.1			Gang name		
			1.33.6.2			Documented		
				1.33.6.2.1		Documenting Agency		
				1.33.6.2.2		Date Documented		
			1.33.6.3			Gang type		
				1.33.6.3.1		Street gang		
				1.33.6.3.2		White supremacists		
				1.33.6.2.3		Militia		
				1.33.6.2.4		Asian		
				1.33.6.2.5		Hispanic		
				1.33.5.2.7		Prison		
				1.33.5.2.8		Other		
			1.33.6.4			Gang city		
			1.33.6.5			Comments		
		1.33.7				Defense attorneys		
			1.33.7.1			Name		
			1.33.7.2			Title		
			1.33.7.3			Office/firm name		
			1.33.7.4			Address		
			1.33.7.5			Phone Type & number		
			1.33.7.6			Email		

						FUNCTIONAL REQUIREMENTS	RESPONSE CODE	COMMENTS
			1.33.7.7			Retained/Appointed		
		1.33.8				Prosecutors/General employee		
			1.33.8.1			Name		
			1.33.8.2			Title		
			1.33.8.3			Person number		
			1.33.8.4			Agency/Employer		
			1.33.8.5			Address		
		1.33.9				Investigators		
			1.33.9.1			Name		
			1.33.9.2			Title		
			1.33.9.3			Person number		
			1.33.9.4			Badge Number		
			1.33.9.5			Agency		
			1.33.9.6			Address		
		1.33.10				Evidence		
			1.33.10.1			Property list		
			1.33.10.2			Property disposition		
			1.33.10.3.			DA case number		
			1.33.10.4			Case name		
			1.33.10.5			Law enforcement/Holding agency		
			1.33.10.6			Agency report number		
			1.33.10.7			Status of case		
			1.33.10.8			Other related numbers		
		1.33.11				Events		
			1.33.11.1			Event date		
			1.33.11.2			Event type		
			1.33.11.3			Judge		
			1.33.11.4			DDA present		
			1.33.11.5			Def. atty present		
			1.33.11.6			Event disposition		
		1.33.12				Fines		
		1.33.13				Costs		

						FUNCTIONAL REQUIREMENTS	RESPONSE CODE	COMMENTS
		1.33.14				Restitution		
			1.33.14.1			Claimants		
			1.33.14.2			Type of loss (allow for entry of more than one type)		
			1.33.14.3			Amount of claim		
			1.33.14.4			VCB benefits paid		
		1.33.15				Asset forfeiture		
			1.33.15.1			DA case number		
			1.33.15.2			Agency		
			1.33.15.3			Court file number		
			1.33.15.4			Case type		
			1.33.15.5			Crime type		
			1.33.15.7			Seized Property		
			1.33.15.8			Primary seizing agency		
			1.33.15.9			Comments		
			1.33.15.10			Claimant/Potential claimant		
		1.33.16				Disposition		
			1.33.16.1			Case Number		
			1.33.16.2			Defendant name		
			1.33.16.3			Count		
			1.33.16.4			Filed Charge		
			1.33.16.5			Trial/Plea Type		
				1.33.16.5.1		Jury Trial		
				1.33.16.5.2		Court Trial		
				1.33.16.5.2		Guilty Plea		
				1.33.16.5.3		No Contest Plea		
				1.33.16.5.4		NGI		
				1.33.16.5.5		Dismissal		
				1.33.16.5.6		Diversion/Deferral		
			1.33.16.6			Date		
			1.33.16.7			Event		
							RESPONSE	

						FUNCTIONAL REQUIREMENTS	CODE	COMMENTS
			1.33.16.8			Judge		
			1.33.16.9			Court		
			1.33.16.10			Prosecutor		
			1.33.16.11			Reason		
			1.33.16.12			Days in Trial		
		1.33.17				Sentencing		
			1.33.17.1			Defendant name		
			1.33.17.2			Sentence Type		
			1.33.17.3			Term (Years & months)		
			1.33.17.5			Registration		
				1.33.17.5.1		Sex Offender		
				1.33.17.5.2		Arson		
				1.33.17.5.3		Drug		
			1.33.17.6			Restitution Amount		
			1.33.17.7			Restitution Fine		
			1.33.17.8			CPO Remains/Removed		
		1.33.18				Sexually Violent Predator (SVP) and Mentally Disordered Offender (MDO) involuntary commitments		
			1.33.18.1			Case Name		
			1.33.18.2			Court number		
			1.33.18.3			Case Type		
			1.33.18.4			Case Subtype		
			1.33.18.5			Prosecutor		
			1.33.18.6			Attorney for Respondent		
			1.33.18.7			Comments		
		1.33.19				Calendars		
			1.33.19.1			Date		
			1.33.19.2			Judge		
			1.33.19.3			Court Department		
			1.33.19.4			Type of court event		

						FUNCTIONAL REQUIREMENTS	RESPONSE CODE	COMMENTS
		1.33.20				Legal Documents		
			1.33.20.1			DA File Summary		
			1.33.20.2			Witness Contact Sheet		
			1.33.20.3			DV Facesheet		
			1.33.20.4			Subpoena		
			1.33.20.5			Letter to Appear		
			1.33.20.6			Letter to Victim		
			1.33.20.7			Criminal Protective Order (CPO)		
			1.33.20.8			CPO Cover Letter		
			1.33.20.9			Order to Show Cause re Probation (OSC)		
			1.33.20.10			Warrant		
			1.33.20.11			Supplemental Sentencing Orders		
		1.33.21				Management and Operational Reports		
			1.33.21.1			Attorney Calendar		
			1.33.21.2			Case intake		
				1.33.21.2.1		Referred Charge		
				1.33.21.2.2		Filed Charge		
				1.33.21.2.3		Three strike/serious felony/violent felony		
				1.33.21.2.4		Investigating Agency		
				1.33.21.2.5		Number of complaints filed		
				1.33.21.2.6		Number of cases rejected		
				1.33.21.2.7		Number of cases deferred for follow-up		
			1.33.21.3			Cases by type of disposition		
			1.33.21.4			Attorney Caseloads		
			1.33.21.5			Complaints filed by type and unit		
			1.33.21.6			Time from filing to disposition		
		1.34				Investigations Module		
			1.34.1			Investigator of the Day log		
				1.34.1.1		Date		
				1.34.1.2		Time		
				1.34.1.3		Type of Contract		

						FUNCTIONAL REQUIREMENTS	RESPONSE CODE	COMMENTS
			1.34.1.4			Reporting Party		
			1.34.1.5			Subject Name		
			1.34.1.6			Investigator		
			1.34.1.7			Comments		
	1.34.2					Trail Support		
			1.34.2.1			Case		
				1.34.2.1.1		Investigations case number		
				1.34.2.1.2		Date Assigned		
				1.34.2.1.3		Assigned by		
				1.34.2.1.4		DA file number		
				1.35.2.1.5		Agency & case number		
				1.34.2.1.6		Case name		
				1.34.2.1.7		Case type		
				1.34.2.1.8		Crime type		
				1.34.2.1.9		Case Weight		
				1.34.2.1.10		Status		
				1.34.2.1.11		Comment		
			1.34.2.2			Parties involved		
			1.34.2.3			Investigator /Inv. Asst. Assigned		
			1.34.2.4			Subpoena Service		
				1.34.2.4.1		Investigations case number		
				1.34.2.4.1		DA file number		
				1.34.2.4.3		Case name		
				1.34.2.4.4		Request date		
				1.34.2.4.5		Court date		
				1.34.2.4.6		Hearing type		
				1.34.2.4.7		Witness name		
				1.34.2.4.8		Service type		
				1.34.2.4.9		Service status		
				1.34.2.4.10		Time used		
				1.34.2.4.11		Investigator/Inv. Asst.		
				1.34.2.4.12		DDA		

						FUNCTIONAL REQUIREMENTS	RESPONSE CODE	COMMENTS
				1.34.2.4.13		Prosecution Unit		
				1.34.2.4.14		Grant		
			1.34.2.5			Discovery Support		
			1.34.2.6			Witness/Evidence Transportation		
	1.34.3					DA-initiated Investigations		
			1.34.3.1			Investigations case number		
			1.34.3.2			Date Assigned		
			1.34.3.3			Assigned by		
			1.34.3.5			Investigator		
			1.34.3.6			Case name		
			1.34.3.7			Case type		
			1.34.3.8			Crime type		
			1.34.3.9			Case Weight		
			1.34.3.10			Status		
			1.34.3.11			Comment		
	1.34.4					Protocol Investigations (Officer-involved or in custody death cases)		
	1.34.5					Child Abduction Investigations		
			1.34.5.1			General person information for custodial parent and suspect as in 1.31.3		
			1.34.5.2			Child specific information		
				1.34.5.2.1		School		
				1.34.5.2.2		Notification Date		
				1.34.5.2.3		NCIC In/Out Dates		
			1.34.5.3			Custody Order Information		
				1.34.5.3.1		Custody Order Yes/No		
				1.34.5.3.2		Date of Order		
				1.34.5.3.3		Jurisdiction		
				1.34.5.3.4		Type court		
				1.34.5.3.5		Court number		
				1.34.5.3.6		Person with physical custody		
			1.34.5.4			Type of investigation		

						FUNCTIONAL REQUIREMENTS	RESPONSE CODE	COMMENTS
			1.34.5.5			Investigation Closed		
				1.34.5.5.1		Reason		
				1.34.5.5.2		Children Recovered		
				1.34.5.5.3		Comment		
	1.34.6					Welfare Fraud Investigations		
		1.34.6.1				Case Information		
				1.34.6.1.1		Case Number		
				1.34.6.1.2		Suspect		
				1.34.6.1.3		Welfare Dept. case number		
				1.34.6.1.4		Case Type		
				1.34.6.1.5		Case subtype (state reporting)		
				1.34.6.1.6		Date Type		
					1.34.6.1.6.1	Referred		
					1.34.6.1.6.2	Opened		
					1.34.6.1.6.3	Declined		
					1.34.6.1.6.4	Closed		
					1.34.6.1.6.5	Suspense		
				1.34.6.1.7		Amount of Overpayment		
				1.34.6.1.8		Amount Collected		
				1.34.6.1.9		Computer Database matches		
					1.34.6.1.9.1	Type of Match		
					1.34.6.1.9.2	Result of Match		
				1.34.6.1.10		Disposition Type		
				1.34.6.1.11		Administrative Hearing disposition		
				1.34.6.1.12		Assigned Investigator		
				1.34.6.1.13		number of subpoenas by type		
				1.34.6.1.13		Comments		

						FUNCTIONAL REQUIREMENTS	RESPONSE CODE	COMMENTS
	1.35					Discovery Module		
		1.35.1				Creation of electronic discovery packet that can be automatically generated and distributed to defense counsel.		
			1.35.1.1			Discovery generated must be viewable by defense counsel without the use of any special or proprietary software or hardware.		
			1.35.1.2			Capability for defense counsel to download discovery packets over a secure web connection.		
			1.35.1.3			Create a log of date & time discovery packets are downloaded by defense counsel.		
		1.35.2				Ability to automatically page number (Bates Stamp) all pages and images in a discovery packet.		
		1.35.3				Ability to redact confidential information at the time a discovery packet is created. Redactions will apply only to the copies of documents or images to be contained in the discovery packet and will not change the documents as originally entered into the case management system		
		1.35.4				Ability to keep a log of date & time released and items included for each discovery packet, whether released as hard copy or by download.		
2						Management Reports		
	2.1					The system must include standard reports using any combination of the following information		
		2.1.1				Total case filings by month		

						FUNCTIONAL REQUIREMENTS	RESPONSE CODE	COMMENTS
		2.1.2				Total case filings by unit		
		2.1.3				Total complaints filed		
			2.1.3.1			By Unit		
			2.1.3.2			By referring agency		
			2.1.3.3			By court district		
		2.1.4				Cases declined		
			2.1.4.1			By Unit		
			2.1.4.2			By referring agency		
			2.1.4.3			By court district		
		2.1.5				Cases returned for further investigation		
			2.1.5.1			By Unit		
			2.1.5.2			By referring agency		
			2.1.5.3			By court district		
		2.1.6				Cases filed by crime type		
		2.1.7				Cases filed by enhancement type		
			2.1.7.1			Great Bodily Injury		
			2.1.7.2			Firearms use		
			2.1.7.3			Other weapons use		
			2.1.7.4			Elderly/dependent victim		
			2.1.7.5			Excessive taking/damage		
			2.1.7.6			Drug quantity enhancements		
		2.1.8				Open Cases (non-warrant cases)		
			2.1.8.1			By DDA		
			2.1.8.2			By unit		
			2.1.8.3			By crime type		
			2.1.8.4			By enhancement type		
			2.1.8.5			By number of days since case filed		
		2.1.9				Warrant Cases		
			2.1.10			Number of court appearances		
				2.1.10.1		Jury Trials		
				2.1.10.2		Court Trials		
				2.1.10.3		Preliminary Examinations		

						FUNCTIONAL REQUIREMENTS	RESPONSE CODE	COMMENTS
				2.1.10.4		Grand Jury presentments		
		2.1.11				Grant cases by type and number		
		2.1.12				Restitution Orders		
			2.1.12.1			By number of cases		
			2.1.12.2			By dollar value		
		2.1.13				Median Time – Filing to Disposition		
			2.1.13.1			All criminal cases		
			2.1.13.2			By case type		
2.2						The system will allow users to create ad-hoc reports without requiring knowledge of programming languages.		
2.3						The system will allow ad-hoc reports to be created using any of the data fields related to a person or case.		
2.4						The system will be capable of exporting caseload and financial data to Microsoft Excel.		
2.5						The system will be able to direct reports to a workstation screen, file, network printer or network e-mail account.		
2.6						Supervisors must be able to assign, maintain, and track cases in all modules.		
	2.6.1					Investigative supervisors must be able to assign, maintain, and track service requests.		
	2.6.2					Victim/Witness supervisors must be able to assign, maintain, and track victim service requests.		

						FUNCTIONAL REQUIREMENTS	RESPONSE CODE	COMMENTS
		2.6.3				Supervising DDAs must be able to assign, maintain, and track case assignments and DDA caseloads.		
3						System Security		
	3.1					All application and data files must be protected from unauthorized access.		
		3.1.1				Passwords for every user.		
		3.1.2				Other security and authorization methods, including ability to restrict access to certain screens and fields by user and user group.		
		3.1.3				System should allow for automatic login when users are authenticated to the DA Novell network.		
	3.2					Authorized personnel must be able to add, change, or delete passwords.		
	3.3					System administrator must be able to specify which functions individual users or groups of users can perform.		
		3.3.1				Administrator		
		3.3.2				Manager or unit supervisor		
		3.3.3				Regular user		
		3.3.4				Inquiry only		
	3.5					The system will provide an audit trail for every data entry and change.		
	3.6					The system will allow designation of certain fields for required entry before exiting/updating the screen.		
	3.7					Any field can be made a secure field requiring administrator access.		
	3.8					The system will provide the ability to restrict access to a case record or portion of a case record for viewing and/or updating by specially authorized users or user groups.		

						FUNCTIONAL REQUIREMENTS	RESPONSE CODE	COMMENTS
	3.9					The system will provide for complete deletion of specific information or a specific case record, including deletion of the audit trail, by the system administrator only and upon receipt of an appropriate court order.		
4						Inquiry Requirements		
	4.1					The system will provide for the ability to search for information using any field or combination of fields contained in the records.		
	4.2					The system must be able to search based on partial names, addresses or other entries.		
	4.3					The system will be able to search for information within particular ranges, including date ranges and crime types.		
	4.4					The system will allow searches for values "greater than", "less than", and "not equal to".		
	4.5					The system will allow users to proceed directly to the appropriate search fields without having to scroll or otherwise move through other fields or screens.		
5						IT Requirements		
	5.1					The system must be capable of printing to a variety of printers and plotters.		

						FUNCTIONAL REQUIREMENTS		
	5.2					The system must be able to backup data to various types of media for off-site storage.		
	5.3					The system must use an industry standard relational database management system (RDBMS) that is compliant with the American National Standards Institute (ANSI). There should be Open Database Connectivity (ODBC) drivers so that other software applications may access exported data.		
	5.4					The system must be compliant with Global Justice XML standards as specified by the US Department of Justice – Office of Justice Programs and National Information Exchange Model (NIEM) standards.		
	5.5					The system must be able to exchange data with other software including but not limited to:		
		5.5.1				San Joaquin County's integrated legacy systems:		
			5.5.1.1			Criminal Justice Information System (CJIS)		
			5.5.1.2			Juvenile Justice Information System (JJIS)		
			5.5.1.3			Local Area Warrant System (LAWS)		
		5.5.2				District Attorney in-house data bases		
		5.5.3				E-mail - Novell Group Wise		
		5.5.4				Internet Browsers		
			5.5.4.1			Internet Explorer		
			5.5.4.2			Other HTML compliant browsers		
		5.5.5				Web Services		
			5.5.5.1			Provided via HTTPS, HTTP, XML, JAVA		

						FUNCTIONAL REQUIREMENTS	RESPONSE CODE	COMMENTS
			5.5.5.2			Ability to access system via browser front end or thin client.		
		5.5.6				Desktop applications including:		
			5.5.6.1			Microsoft Office 2003 – Access, Excel, Word, PowerPoint		
			5.5.6.2			WordPerfect		
		5.5.7				Crystal Reports		
		5.5.8				Other agency Record Management Systems (RMS) or document management systems (e.g. OnBase).		
	5.6					Performance		
		5.6.1				Performance Criteria – given 300 concurrent users and a projected database of 100,000 files the system must meet the following specifications while running on a 100mb LAN connection.		
			5.6.1.1			Moving from screen to screen or field to field should not take more than 1 second.		
			5.6.1.2			Moving from one record to another should not take more than 2 seconds.		
			5.6.1.3			Lookup of a record with a specific keyed value should not take more than 5 seconds.		
			5.6.1.4			Recording of a specific keyed screen value should not take more than 5 seconds.		
		5.6.2				Scalability		
			5.6.2.1			The system must be scalable to accommodate twice the number of users and three times the database size for at least 7 years.		
			5.6.2.2			Users can replace or add on components to increase capacity of speed (e.g. blade server technology).		

						FUNCTIONAL REQUIREMENTS	RESPONSE CODE	COMMENTS
			5.6.2.3			There must be the capability to move data to a separate historical database. The system should be able to contain at least 7 years of data.		
		5.6.3				Screen Navigation - The system must allow users to move freely between screens without having to return to a main menu and must not require re-entry of the same information on multiple screens.		
		5.6.4				Data Manipulation		
			5.6.4.1			All validation must be done by user driven tables.		
			5.6.4.2			Data manipulation must be accomplished without decreasing system performance times.		
			5.6.4.3			Data should have default values where applicable.		
			5.6.4.4			Users must be allowed to add, update, delete, store, print or display information without exiting the system		
			5.6.4.5			Users must be able to search, query, and summarize data.		
			5.6.4.6			Reports should be able to contain graphs, charts or other graphic representations of data in the system.		
			5.6.4.7			System administrator must be able to add new fields to the database.		
		5.6.5				Multi-user Environment – The system must be capable of preventing loss of information by simultaneous updates.		

						FUNCTIONAL REQUIREMENTS	RESPONSE CODE	COMMENTS
		5.6.6				The system must allow users to access multiple applications on their workstations at the same time.		
		5.6.7				Security		
			5.6.7.1			The system must have a Database Administration Module to allow a system administrator to manage local and remote user access.		
			5.6.7.2			Passwords		
				5.6.7.2.1		System and application level passwords must be encrypted during user authentication.		
				5.6.7.2.2		Users should be able to change their own passwords.		
				5.6.7.2.3		Utilities should be incorporated to enforce rules regarding password construction and force password change at a predetermined time.		
				5.6.7.2.4		System should protect against multiple attempts to determine a user password, at minimum 3-try lockout with reset by system administrator.		
			5.6.7.3			Users without access to a screen should not see or be aware of that screen.		
		5.6.8				In the event of system failure, there must be a means of recovering lost data within 4 hours that is easy to use, and can be demonstrated and documented by the vendor.		
6						System Support		
	6.1					Vendor Support		

						FUNCTIONAL REQUIREMENTS	RESPONSE CODE	COMMENTS
		6.1.1				Vendor must identify department IT and staffing needs, required skill set, and time commitments for product implementation.		
		6.1.2				Vendor must identify department IT and staffing needs, required skill set, and time commitments for on-going support.		
		6.1.3				Vendor must identify any county Information Systems Division (ISD) staffing needs, required skill set, and time commitments necessary to implement connectivity between proposed system and county legacy systems		
		6.1.4				Vendor needs to be aware of all known security vulnerabilities of the operating system and all proposed system utilities and have incorporated the appropriate vulnerability solutions into the system design.		
		6.1.5				Vendor should have a system for monitoring security bulletins for the operating system and all system utilities and provide and apply the appropriate upgrades or "patches" for newly discovered vulnerabilities.		
		6.1.6				Vendor will provide on-site support within 4 hours of request.		
	6.2					Upgrades, Updates and Annual Support		
		6.2.1				There must be a means to automatically distribute updated software to all workstations.		
		6.2.2				Vendor shall provide updates to keep software compliant with changing legal and technical environment at least twice per year, with notice to the system administrator.		

						FUNCTIONAL REQUIREMENTS	RESPONSE CODE	COMMENTS
		6.2.3				System will include minimum of 2 years of upgrades, software updates and major system revisions without additional charge		
		6.2.4				Optional software and system upgrade support must be available for additional years through a set fee maintenance agreement.		
	6.3					System Documentation		
		6.3.1				On line manuals in PDF format		
		6.3.2				Comprehensive users manual(s) for all software operations containing screen illustrations, samples of reports and detailed instructions sufficient to teach non-technical and administrative personnel to operate the software.		
	6.4					Training should be available on-site for:		
		6.4.1				Department IT staff		
		6.4.2				System users		
	6.5					Toll free help number should be available during business hours (Pacific Time) along with a help line available 24 x 7 for technical problems.		

EXHIBIT B
"SAMPLE CONTRACT"

INDEPENDENT CONSULTANT AGREEMENT

SAN JOAQUIN COUNTY

CONTRACT ID#

Contract Amount \$

PARTIES:	COUNTY:	County of San Joaquin Purchasing & Support Services 222 E. Weber Ave., Room 675 Stockton, CA 95202
	With copies to:	County of San Joaquin
	CONSULTANT:	

This Agreement is made and entered into this _____ day of _____, 200____, by and between _____, an Independent Consultant (hereinafter "CONSULTANT"), and San Joaquin County, a political subdivision of the State of California for _____ hereinafter "COUNTY").

ORDER OF PRECEDENCE

1. Applicable Federal and State of California statutes and regulations, this Agreement and its exhibits.
2. COUNTY Request for Proposal Number _____
3. CONSULTANT'S Proposal dated _____

1. Scope of Professional Services:

CONSULTANT agrees to provide services

CONSULTANT shall perform the CONSULTANT'S work in accordance with currently approved methods and standards of practice in the CONSULTANT'S professional specialty.

2. Term of Agreement:

This Agreement shall commence _____, 200__ through _____, 200__, unless said work is completed on a date prior thereto or unless terminated earlier as provided herein or extended upon mutual agreement.

3. Interpretation

This Agreement shall not be interrupted in favor of any Party by virtue of said Party not having prepared this Agreement.

If any time period provided for in this Agreement ends on the day other than a Business Day, the time period shall be extended to the next Business Day.

4. Compensation:

COUNTY agrees to pay CONSULTANT an hourly amount of _____ (\$_____). The total payments made for services performed pursuant to this Agreement shall not exceed _____ DOLLARS (\$00,000.00).

5. Invoicing:

CONSULTANT shall submit one original and one copy of each invoice to County of San Joaquin, _____. All invoices must reference this Agreement Number/Contract ID # and the service performed. Payments shall be made within 30 days of receipt of invoice from CONSULTANT.

6. CONSULTANT'S Status:

In the performance of work, duties and obligations imposed by this Agreement, the CONSULTANT is at all times acting as an Independent CONSULTANT practicing his or her profession and not as an employee of the COUNTY. **A copy of CONSULTANT'S current professional, local, state or other business licenses required to conduct the services stated herein, will be provided to COUNTY.** The CONSULTANT shall not have any claim under this Agreement or otherwise against the COUNTY for vacation, sick leave, retirement benefits, social security or workers' compensation benefits. The CONSULTANT shall be responsible for federal and state payroll taxes such as social security and unemployment. COUNTY will issue a Form 1099 at year-end for fees earned.

7. Assignments:

Inasmuch as this Agreement is intended to secure the specialized services of the CONSULTANT, CONSULTANT may not assign, transfer, delegate or subcontract their obligation herein without the prior written consent of San Joaquin County. Any such assignment, transfer, delegation or subcontract without the prior written consent shall be considered null and void.

8. Non Exclusive Rights:

This Agreement does not grant to CONSULTANT any exclusive privileges or rights to provide services to COUNTY. CONSULTANT may contract with other counties, private companies or individuals for similar services.

9. Indemnification:

CONSULTANT agrees to defend, hold harmless and indemnify the COUNTY for any and all liabilities associated with the use of any automobiles in relation to tasks associated with this Agreement.

10. Discrimination:

CONSULTANT shall not discriminate because of age, ancestry, color, creed, marital status, medical condition (cancer or genetic characteristics), national origin, physical or mental disability, political affiliation or belief, pregnancy, race, religion, sex (includes sexual harassment) and sexual orientation.

11. ADA Compliance:

CONSULTANT shall comply with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. Sections 12101 et seq.)

12. Notices:

District Attorney Case Management
Friday, March 21, 2008

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Any notice required to be given pursuant to the terms and conditions hereof shall be in writing, and shall be effected by one of the following methods: personal delivery, prepaid Certified First-Class Mail, or prepaid Priority Mail with delivery confirmation. Unless otherwise designated in writing by either party, such notice shall be mailed to the addresses shown on page one (1) of this Agreement.

13. Termination:

If the CONSULTANT breaches or habitually neglects the CONSULTANT'S duties under this Agreement without curing such breach or neglect upon fifteen (15) working days written notice, the COUNTY may, by written notice, immediately terminate this Agreement without prejudice to any other remedy to which COUNTY may be entitled, either at law, in equity, or under this Agreement. In addition, either party may terminate this Agreement upon thirty (30) days written notice to other party.

If the County Board of Supervisors fails to appropriate funds to enable County Departments to continue to make purchases under this Agreement, this Agreement will be cancelled immediately and CONSULTANT will be given written notice of such termination.

14. Conflict of Interest Statement:

CONSULTANT covenants that CONSULTANT, its officers, employees or their immediate family, presently has no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONSULTANT further covenants that in the performance of this Agreement no person having any such interest shall be employed or retained by CONSULTANT under this Agreement. CONSULTANT shall not hire COUNTY'S employees to perform any portion of the work or services provided for herein including secretarial, clerical and similar incidental services except upon the written approval of COUNTY. Performance of services under this Agreement by associates or employees of CONSULTANT shall not relieve CONSULTANT from any responsibility under this Agreement.

15. Drug Free Workplace:

CONSULTANT shall comply with the provisions of Government Code Section 8350 et seq., otherwise known as the Drug-Free Workplace Act.

16. Force Majeure:

It is agreed that neither party shall be responsible for delays in delivery, acceptance of delivery, or failure to perform when such delay or failure is attributable to Acts of God, war,

strikes, riots, lockouts, accidents, rules or regulations of any governmental agencies or other matters or conditions beyond the control of either the CONSULTANT or the COUNTY.

17. Compliance:

CONSULTANT shall comply with all federal, state and local laws, regulations and requirements necessary for the provision of contracted services. Furthermore, CONSULTANT shall comply with all laws applicable to wages and hours of employment, occupational safety, fire safety, health and sanitation. CONSULTANT shall maintain current throughout the life of this Agreement, all permits, licenses, certificates and insurances that are necessary for the provision of contracted services.

18. Governing Law and Venue:

The Laws of the State of California shall govern this Agreement. Venue is San Joaquin County. The provision of this paragraph shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

19. Documents:

All drawings, specifications, documents and other memoranda or writings relating to the work and services hereunder, shall remain or become the property of the COUNTY whether executed by or for the CONSULTANT for COUNTY, or otherwise by or for the CONSULTANT, or by or for a subcontractor operating under the CONSULTANT'S supervision, or direction, and all such documents and copies thereof shall be returned or transmitted to COUNTY forthwith upon COUNTY written demand, termination or completion of the work under this Agreement.

20. Attorney Fees:

In any action brought to enforce any provision of this Agreement, the losing party shall pay the prevailing party's reasonable attorney fees and losses.

21. Work Product:

COUNTY and CONSULTANT acknowledge and agree that "Work Product", and all components of it, provided or developed by CONSULTANT hereunder or in connection herewith shall constitute "works made for hire" within the meaning of Title 17 United States Code Section 101 et seq. (the "Copyright Act"), and all right, title, and interest in and to the Custom Products shall vest in the COUNTY immediately upon development. To the extent any such Custom Products may not be the sole and exclusive property of the COUNTY and/or may not be a "work made for hire" as defined in the Copyright Act upon development, then CONSULTANT agrees to and hereby does sell, transfer, grant and assign to the COUNTY all copyrights, patents, trade secrets, inventions, and other

proprietary rights, title, and interest in and to such Custom Products upon development. On all written material, whether in print, electronic, or any media form, constituting "Work Product", CONSULTANT shall place or cause to be placed the following legend preferably in the lower right corner:

© 200_ County of San Joaquin. All rights reserved.

22. Entire Agreement and Modification:

This Agreement and all documents incorporated by reference supersedes all previous Agreements either oral or in writing and constitutes the entire understanding of the parties hereto. No changes, amendments or alterations shall be effective unless in writing and signed by both parties.

IN WITNESS WHEREOF, COUNTY and CONSULTANT have executed this Agreement on the day and year first written above.

Consultant Name
Address
City, State and Zip

COUNTY OF SAN JOAQUIN, a
political subdivision of
the State of California

By: _____
Signature, Authorized Agent

By: _____
Cliff Baumer, Director
Purchasing & Support Services

By: _____
Printed Name of Authorized Agent

APPROVED AS TO FORM
David Wooten, County Counsel

By _____
Gilberto Gutierrez
Deputy County Counsel

Buyer of Record: JD