



San Mateo County Sheriff's Office

Jail Management System Replacement Project

Request for Proposal #1218

October 9, 2008

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I. Introduction

I. Introduction

The County of San Mateo (County) and the San Mateo County Sheriff's Office (SMCSO) are pleased to release this Request for Proposal (RFP) to acquire and implement a commercial off-the-shelf (COTS) jail management system (JMS) solution. The County intends to migrate its existing jail management functions from the Criminal Justice Information System (CJIS) environment to a more modern JMS solution. To that end, the County seeks to hire a solution provider that will work with the County to provide and implement a JMS solution as specified in this RFP. The SMCSO's current JMS and criminal justice environment are described in APPENDIX A.

Proposals in response to this RFP are due no later than 2:00 p.m. Pacific time on *December 18, 2008*.

A. Issuing Agent

The County's Purchasing Division is issuing this RFP. Any questions concerning conditions and specifications must be submitted in writing and received **no later than 2:00 p.m. Pacific time, on *November 17, 2008***. Send all inquiries to the attention of:

Mr. Peter Tocchini
County of San Mateo
Purchasing Division
455 County Center, CMO 129
Redwood City, California 94063-1663
Telephone: 650-363-4408
Fax: 650-599-1702
E-Mail: ptocchini@co.sanmateo.ca.us

Questions received in writing or e-mail by the time and date specified will be answered in writing on ***November 24, 2008*** and posted as RFP addenda on the SMCSO Web site (see below).

B. Minimum Qualifications

In order to qualify for submitting a proposal in response to this RFP, a solution provider must have implemented the proposed JMS in at least two jails of at least 700 beds in the last 5 years. Proposals which do not show evidence that the solution provider meets this experience requirement will not be considered.

C. RFP Addenda

All published addenda to this RFP will be posted on the SMCSO Web site. To reach the site, go to <http://www.co.sanmateo.ca.us/portal/site/SMC> and select the Sheriff's Office from the Department list.

Solution providers are responsible for monitoring this Web site and are to acknowledge receipt of all addenda in their proposals.

D. Background

Background information on San Mateo County and the JMS Procurement Project are as follows:

1. San Mateo County

San Mateo County is one of 58 California counties and one of the nine San Francisco Bay Area counties. It is located on the San Francisco peninsula, which lies between the Pacific Ocean to the west, the San Francisco Bay to the east, the City/County of San Francisco to the north, and the counties of Santa Clara and Santa Cruz to the south.

2. JMS Project

In the late 1980s, a consortium of California counties developed the CJIS application. CJIS integrated the information collected by the justice agencies within a county and improved the effectiveness of the associated agencies. At the time CJIS was developed, a mainframe platform offered a solid foundation upon which to build an integrated criminal justice environment. For the SMCSO, the system doubled as the data entry point for most subject information in the system, as well as handled SMCSO's daily inmate information. CJIS effectively became SMCSO's JMS. Over time, CJIS has become less capable of accommodating the needs of the jail environment. Because of shortcomings, the SMCSO has developed a number of ancillary databases to assist in filling the gaps where CJIS fails to accommodate the needs of the SMCSO. In addition, staff have a number of paper-based forms that are used, maintained, filed, and archived to address other functions. A significant number of business processes require redundant data entry into CJIS, an ancillary database (most often Microsoft [MS] Access or SQL Server), and the completion of a form(s).

CJIS currently resides on an IBM 7060-H50 (Multiprise 3000) system. It provides a highly integrated platform for sharing data between the SMCSO, the District Attorney's Office, and the courts in three environments: production, test, and quality assurance (QA). It is also used by 23 local police agencies. CJIS has been the primary automated criminal justice system in San Mateo County for more than 15 years and suffers limitations stemming from the age of the system, as well as its implementation history.

Also residing on the mainframe system are Adult Probation Data System (APDS), Probation Accounting, Juvenile Probation Data System (JPDS), and Juvenile Traffic System, in addition to a few other non-justice applications.

Currently, CJIS is being migrated to an Oracle database. This migration will be complete before the selected solution provider will implement its JMS application at the SMCSO.

The San Mateo County Criminal Justice Departments and the County Information Services Department (ISD) have spent the last few years evaluating the current CJIS environment and planning for new software for the four criminal justice departments. The County has initiated a project to move CJIS from the current mainframe to a P5x system running AIX.

Each agency relying on CJIS will be responsible for acquiring its own commercial off-the-shelf (COTS) application. Those agencies are:

- *Courts: The Administrative Office of the Courts (AOC)* – California Case Management System (CCMS) V4. The AOC has a project under way that is intended to migrate all court management functions to a central statewide system.
- *District Attorney's Office* – Case Management System. The San Mateo County District Attorney's Office is in the process of documenting the requirements for a new Case Management System.
- *Probation* – Case Management System. The Probation Department has obtained an open-sourced .NET Case Management System from Riverside County, California, Probation Department. Riverside County's IT staff has customized it to fit the needs of San Mateo County Probation Department.
- *SMCSO – JMS*. This proposal is intended to result in the purchase and implementation of a JMS.

Although there have been discussions on how to integrate all of these applications, no definitive decisions have been made to date. The SMCSO will be the second agency from the list above to acquire a new COTS application (Probation has its new case management system in production).

II. Scope of Work

II. Scope of Work

The proposed solution involves the replacement of CJIS as the SMCSO JMS with a packaged solution that is configured and customized to meet its needs. Specific elements sought from prospective proposers include, but are not limited to, the following:

- *Software* – Acquisition of all necessary software to ensure a fully functional system that satisfies the requirements detailed in this RFP.
- *Services* – Acquisition of all required expert services to ensure successful implementation, historical data accessibility, conversion, migration, and ongoing management and support of the acquired solution.

Additionally, acquisition of core hardware components, such as application server and database equipment, may be included in the scope of the procurement. Prospective proposers are required to include hardware as a component of the proposed solution. However, the County may choose to purchase the hardware separately through established contracts.

More specific requirements are contained throughout this RFP.

A. Implementation Phases

The County is interested in replacing all functions as they exist today so that it can discontinue the use of CJIS as a JMS. It also wishes to eliminate other peripheral databases and paper forms detailed in this RFP. As a result, the County requests that solution providers plan for a six-phase system implementation. The six phases and the mandatory services are described below.

1. Phase I – Core Jail Management Activities

This phase must encompass all of the services required to successfully provide JMS capabilities that meet or exceed all of the functions of CJIS. Although the SMCSO relies on paper forms and ancillary databases, CJIS provides the typical business processes of a jail environment. At a minimum, these services must include:

- Project planning, management, and reporting, including the development and presentation of:
 - » An integrated and current project management plan.
 - » A data conversion plan.
 - » A training plan.
 - » A test plan.
 - » Configuration of the proposed JMS to meet or exceed the functional equivalent of CJIS and documentation of the level of compliance with this requirement.
 - » Identification of jail procedures to successfully implement the JMS in a manner that is cost-effective for the County.

- Training of staff members that will result in their proficiency in the operation of the proposed JMS. Although the County understands that some end-user training will be necessary, the County wishes to adopt a train-the-trainer method. The County is seeking vendor input on how best to accomplish this approach, taking into account the following breakdown of the 562 persons requiring some form of training:
 - » Jail staff and management (250 individuals: 225 for Maguire Correctional Facility [MCF], 21 for Women's Correctional Center [WCC], and 4 for Minimum Security Transitional Facility [MSTF]).
 - » Sheriff's Office technical staff supporting the application (7 individuals).
 - » Justice partner staff and management who will access the application (approximately 46 individuals; these 46 persons represent 2 staff members from each of the 23 local law enforcement agencies).
 - » Transportation and court holding cell staff (26 individuals).
 - » Court and checkpoint security staff (41 individuals).
 - » Jail Planning Unit staff (3 individuals).
 - » Sheriff's Work Program (SWP) staff (9 individuals).
 - » Electronic Monitoring Program (EMP) staff (2 individuals).
 - » Records staff (22 individuals).
 - » Investigations staff (35 individuals).
 - » Patrol staff (103 individuals).
 - » Task Force staff (15 individuals).
 - » Training staff (3 individuals).
- Preparation and delivery of documentation of the County's implementation of the JMS, including:
 - » System operating instructions.
 - » Procedures.
 - » Training.
 - » Test scripts.
 - » Test results.
- Data conversion of all *active* subject information from CJIS into the JMS.
- The ability to search on historical CJIS subject information, which will not be maintained in the JMS, but will be indexed in CJIS. The JMS must be capable of searching the indexed historical subject information.

- Testing of the JMS as configured to meet the functional capabilities of CJIS.
- Support of:
 - » Acceptance testing.
 - » Data conversion validation.
 - » System cutover.
 - » Post-implementation operations.

2. Phase II – Elimination of Paper Processes

This phase must provide a validation process wherein business processes that remain paper-based after Phase I can be assessed for automation. Where applicable, the solution provider will supply the necessary functions to automate those paper-based functions. At a minimum, these services must include:

- Project planning, management, and reporting in the same manner as described for Phase I.
- Assessment of all paper-based functions performed by the San Mateo County Jail.
- Configuration of the proposed JMS.
- Identification of the changes in jail procedures required to successfully implement the JMS in a manner that is cost-effective for the County.
- Training of staff (to the same individuals noted in Phase I) to create proficiency in the operation of the proposed JMS.
- Preparation and delivery of updated documentation (delivered for Phase I) of the SMCSO implementation of the JMS.
- Testing of the JMS as configured to meet the functional and technical requirements of this RFP.
- Support of:
 - » Acceptance testing.
 - » Data conversion validation, if applicable.
 - » System cutover.
 - » Post-implementation operations.

3. Phase III – Enhanced Custom Activities

This phase will require the solution provider to replace the functions of Own Recognizance Computer System (ORCS), SWP.NET, Computerized Inmate Cash System (COMICS), and all other ancillary databases maintained by the SMCSO. The solution provider will assess the functions of each

database and provide functions in the JMS sufficient enough to replace these systems. At a minimum, these services must include:

- Project planning, management, and reporting in the same manner as described for Phase I.
- Assessment of all databases. The databases and their types are listed below. An overview of their functions is provided in APPENDIX A.
 - » *ORCS* – SQL Server with an Access front end.
 - » *SWP.NET* – an SQL database with a custom VB.NET front end.
 - » *COMICS* – Linux-based, Pick System database.
 - » *Jail Population Analysis System (JPAS)* – Access.
 - » *Extradition* – Access.
 - » *Work Furlough Program (WFP)/EMP Payments* – Access.
 - » *DNA Collection* – MS SQL Server 2000.
 - » *Disciplinary Action* – Access.
 - » *Grievance* – Access.
 - » *Re-Entry Program/Modifiable Sentences* – MS Excel spreadsheet.
- Data conversion for *ORCS*, *SWP.NET*, and *COMICS*. The JMS must be capable of accepting all *active* subject information from the following databases:
 - » *ORCS*.
 - » *SWP.NET*.
 - » *COMICS*.
- Data conversion for ancillary systems. The solution provider will be responsible for converting *all* data from the following databases:
 - » *Extradition*.
 - » *WFP/EMP Payments*.
 - » *DNA Collection*.
 - » *Disciplinary Action*.
 - » *Grievance*.
 - » *Re-Entry Program/Modifiable Sentences*.
- Configuration of the proposed JMS.
- Identification of the changes in jail procedures to successfully implement the JMS in a manner that is cost-effective for the County.

- Training of staff (to the same individuals noted in Phase I) to create proficiency in the operation of the proposed JMS.
- Preparation and delivery of updated documentation (delivered for Phase II) of the SMCSO implementation of the JMS.
- Testing of the JMS as configured to meet the functional and technical requirements of this RFP.
- Support of:
 - » Acceptance testing.
 - » Data conversion validation.
 - » System cutover.
 - » Post-implementation operations.

4. Phase IV – Complete Base Installation

This phase will begin with the acceptance of the application as installed in Phases I through III. If any other functions need to be installed pursuant to the requirements in this RFP, the solution provider will supply those functions. At a minimum, these services include:

- Project planning, management, and reporting in the same manner as described for Phases I through III.
- Configuration of the proposed JMS.
- Identification of the changes in jail procedures required to successfully implement the JMS in a manner that is cost-effective for the County.
- Training of staff (to the same individuals noted in Phase I) to create proficiency in the operation of the proposed JMS.
- Preparation and delivery of updated documentation (delivered for Phase III) of the SMCSO implementation of the JMS.
- Testing of the JMS as configured to meet the functional and technical requirements of this RFP.
- Support of:
 - » Acceptance testing.
 - » Data conversion validation, if applicable.
 - » System cutover.
 - » Post-implementation operations.

5. Phase V – Complete CJIS Integration

This phase will require the solution provider to interface the JMS to CJIS. At a minimum, the services of this phase must include:

- Project planning, management, and reporting in the same manner as described for Phase I.
- Assessment of all paper-based functions performed by the San Mateo County Jail.
- Configuration of the proposed JMS.
- Identification of the changes in jail procedures needed to successfully implement the JMS in a manner that is cost-effective for the County.
- Training of staff (to the same individuals noted in Phase I) to create proficiency in the operation of the proposed JMS.
- Interface to CJIS.
- Preparation and delivery of updated documentation (delivered for Phase I) of the SMCSO implementation of the JMS.
- Testing of the JMS as configured to meet the functional and technical requirements of this RFP.
- Support of:
 - » Acceptance testing.
 - » Data conversion validation.
 - » System cutover.
 - » Post-implementation operations.

6. Phase VI – Ongoing Support

This phase will involve the professional and technical services, as well as software updates, necessary for the County to effectively manage and maintain the system implemented. Specifically, it will include:

- Preventive maintenance.
- Remedial maintenance.
- Help desk support.
- On-site staff support.

B. Data Conversion

The County desires a two-pronged approach to data conversion. First, the County will require the selected solution provider to convert all *active* subject information from the following databases to the new JMS:

- CJIS.
- ORCS.
- SWP.NET
- COMICS.

The County expects the active CJIS data to be converted during Phase I, while the active data from ORCS, SWP.NET, and COMICS are to be converted during Phase III.

EXHIBIT I depicts the recommended data conversion relationships.

In addition to converting the active offender data in those databases, the County also requires *all* data from the following databases to be converted to the new JMS:

- Extradition.
- WFP/EMP Payments.
- DNA Collection.
- Disciplinary Action.
- Grievance.
- Re-Entry Program/Modifiable Sentences.

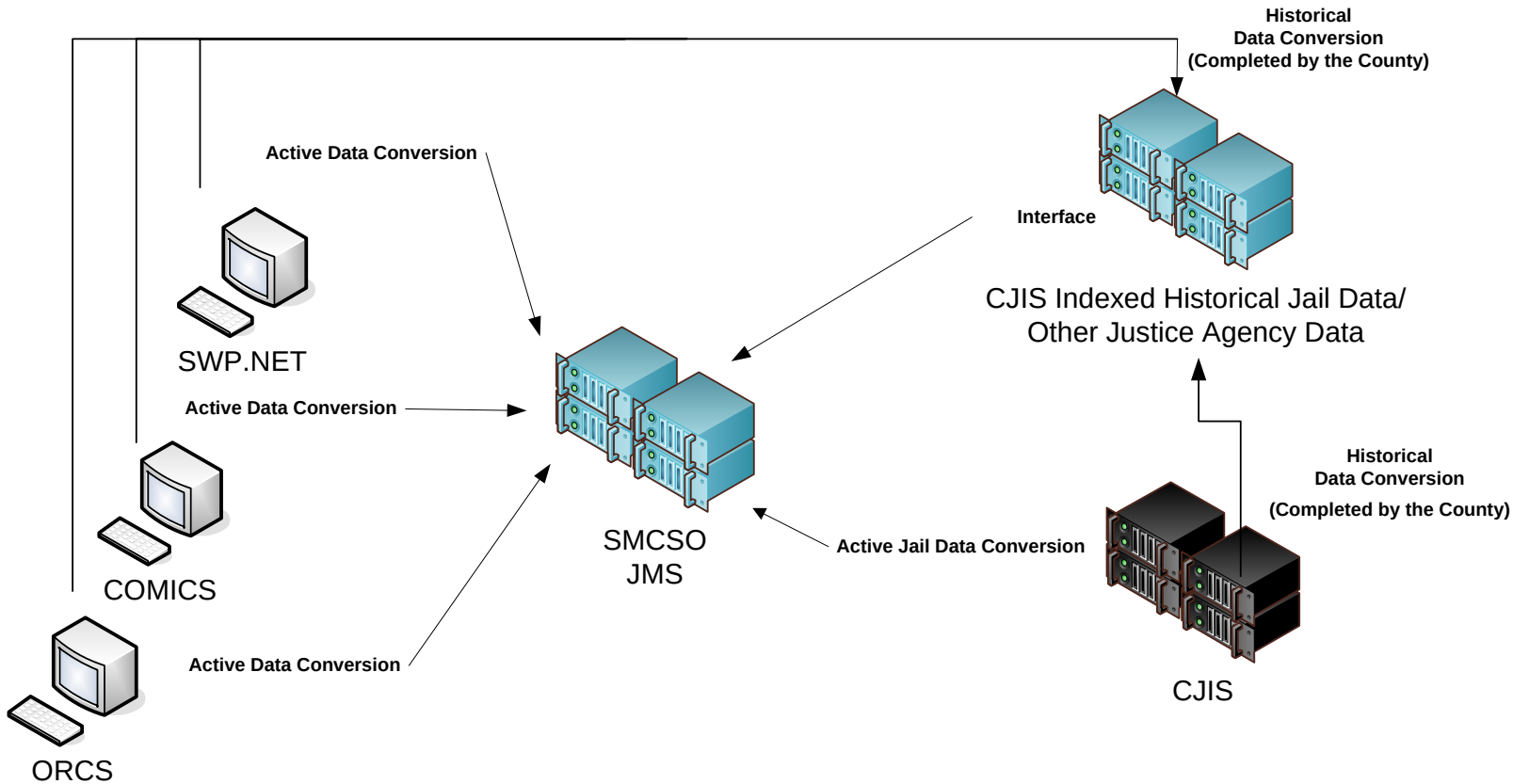
The conversion of all data in the above databases is to occur during Phase III.

To assist solution providers in the interface and data conversion requirements of this RFP, the following tables are provided:

Data Conversion		
System	Data Recency	RFP Status
CJIS	Active Data	Mandatory
SWP.NET	Active Data	Mandatory
COMICS	Active Data	Mandatory
ORCS	Active Data	Mandatory
Re-Entry Program/Modifiable Sentences	All Data	Mandatory
Extradition	All Data	Mandatory
WFP/EMP Payments	All Data	Mandatory
DNA Collection	All Data	Mandatory

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JAIL MANAGEMENT SYSTEM REPLACEMENT PROJECT

DATA CONVERSION RELATIONSHIPS



Data Conversion		
System	Data Recency	RFP Status
Grievance	All Data	Mandatory
Disciplinary Action	All Data	Mandatory

For each of the above applications, a description of the number of active and historical records, as well as the number of data fields and free text fields is provided in APPENDIX A.

C. Interfaces

Solution providers will also be required to supply interface services. At a minimum, the interfaces necessary are the following:

System Interfaces With JMS			
System	Direction	Description	RFP Status
CJIS	Bidirectional	Internally Developed System	Mandatory
Live-Scan Fingerprint System	Bidirectional	Identix	Mandatory
Jail Mug Shot Photo System	Bidirectional	DataWorks Plus iMUG	Mandatory
FileNet	One-Way to FileNet	Internally Developed System	Mandatory
Social Security Administration (SSA)	One-Way to SSA	Projected Interface	Mandatory

III. Proposal Submission

III. Proposal Submission

In order to facilitate the analysis of responses to this RFP, solution providers are required to prepare their proposals in accordance with the instructions outlined in this section and elsewhere in this RFP.

A. Proposal Guidelines

By submitting a proposal, interested parties are acknowledging the following:

- The County reserves the right to change any provisions of the RFP on or before the deadline date for proposal submission. Changes to this RFP will be made by addenda, which will be posted on the SMCSO Web site.
- The County reserves the right to reject any or all proposals.
- The County has the sole right to judge the substantive and technical adequacy of proposals and has the exclusive right to evaluate proposals responding to this RFP.
- The County expects to enter into a JMS services agreement with one selected solution provider. If the solution provider proposes the use of a third-party subcontractor, the County reserves the right to reject and require the replacement of that subcontractor.
- All respondents submitting proposals agree that their pricing is valid for a minimum of 1 year after proposal submission to the County. Pricing must be submitted on a "time and materials, not to exceed" basis. If there is a "residual" amount at the end of the project (difference between total contract amount and actual total costs), the County will retain the difference by simply not spending the funds. By contrast, if the cost ceiling is exceeded, the solution provider is to finish the work at no additional compensation. Respondents are to provide all work effort needed to meet the detailed functional requirements as part of their proposal. Finally, the County reserves the right to ask respondents to resubmit proposal pricing on either a fixed-fee basis or a combination of fixed and not-to-exceed basis. All firms submitting proposals are encouraged to submit the most competitive proposal possible.
- The term of the initial contract period will be 5 years. In addition, the County intends to contract with the successful solution provider for up to 10 additional years, renewable annually, for support services. Renewals will be at the sole discretion of the County.

When responding to this RFP, follow all instructions carefully. Please submit proposal contents according to the specifications and submit all hard copy and electronic documents according to the instructions. Failure to follow these instructions may be considered a nonresponsive proposal and may result in immediate elimination from further consideration.

B. Delivery of Proposals

Solution providers are to submit **16 paper copies** and **1 electronic copy** of their proposals no later than **2:00 p.m. Pacific time on December 18, 2008**, which are to be delivered to:

Mr. Peter Tocchini

County of San Mateo
Purchasing Division
455 County Center, CMO 129
Redwood City, California 94063-1663
Telephone: 650-363-4408

Binders containing the Management, Technical, and Functional Responses are to be clearly marked and placed in a separate box(es) from the Cost Response.

Binders containing the Cost Response are to be clearly marked and placed in a separate box from the Management, Technical and Functional Responses.

The electronic copy of the proposal is to be submitted on a compact disc or removable storage device (such as a USB drive).

The electronic proposal copy is to contain two PDF files:

- One PDF file must contain the Management, Technical, and Functional Responses.
- A second and separate PDF file must contain the Cost Response.

All costs associated with the preparation of the proposal and any other related materials will be borne by the solution provider. All costs and expenses associated with attending an interview and providing a demonstration will also be borne by the solution provider.

All proposals become the property of the County. The County reserves the right to stop the selection process at any time if it is considered to be in the best interest of the County. The County also reserves the right to reject any or all proposals submitted. The County reserves the right to enter into more than one agreement based on the proposals submitted for this RFP.

It is the respondent's sole responsibility to ensure that its proposal is received by the submission deadline, whether delivered in person or sent by mail. The postmark date on a mailed proposal will not be considered with respect to timeliness of submission or receipt. Proposals received after the submission deadline may not be considered.

A proposal can be withdrawn by the solution provider at any time, including after the deadline. Such a request must be submitted to:

Mr. Peter Tocchini
County of San Mateo
Purchasing Division
455 County Center, CMO 129
Redwood City, California 94063-1663

The withdrawal of a proposal will not prejudice a solution provider's right to submit a new proposal prior to the deadline. Any proposal not withdrawn will constitute an irrevocable offer, for a period of 1 year, to provide the County with the services specified in the proposal.

C. Interpretations

Should any respondent find discrepancies, conflicts, omissions, or ambiguities in this RFP, the respondent should at once request, in writing, an interpretation from Mr. Tocchini in the Purchasing Division. Required modifications or clarifications of the RFP will be made by addenda to the RFP. A written addendum is the only official method by which interpretation, clarification, or additional information will be provided by the County. Oral and other interpretations or clarifications will be without legal effect. If a respondent fails to notify the County of an error in the RFP prior to submission of its proposal, the respondent proposes at its own risk. If awarded a contract under these circumstances, the successful respondent will not be entitled to additional compensation or time due to the error or its later correction.

D. Projected Schedule for the RFP Process

The County plans to follow the schedule in the table below for all activities related to this procurement. However, the County reserves the right to modify this schedule at its discretion.

Ref.	Action	Date
1	RFP Release	October 9, 2008
2	Pre-Proposal Meeting	November 6, 2008, 9:00 a.m. PT
4	Deadline for Submission of Questions	November 17, 2008, 2:00 p.m. PT
5	Answers to Proposal Questions	November 24, 2008
6	Proposal Due Date	December 18, 2008, 2:00 p.m. PT
7	Notification of Finalist Solution Providers	January 26, 2009
8	Demonstrations and Interviews	February 10 and 11, 2009
9	Notification of Selected Solution Provider	February 20, 2009
10	Vendor Contract Signed	April 20, 2009

If any modifications to this schedule are required, the County will post the timeline modifications as addenda to this RFP.

IV. Pre-Proposal Conference

IV. Pre-Proposal Conference

Prospective respondents will have an opportunity to ask questions at a pre-proposal conference to be held on **November 6** at 9:00 a.m. (Pacific time) in Redwood City, California. This conference will offer an opportunity to discuss the County's business needs and to clarify issues in this RFP. Respondents are strongly encouraged, but not required, to attend. Solution providers are encouraged to submit their questions in writing before the conference to:

Mr. Peter Tocchini
County of San Mateo
Purchasing Division
455 County Center, CMO 129
Redwood City, California 94063-1663
Telephone: 650-363-4408
Fax: 650-599-1702
E-Mail: ptocchini@co.sanmateo.ca.us

The conference is for informational purposes only. If a written response is needed to modify or clarify the RFP, it will be issued by addendum and posted on the SMCSO Web site.

The pre-proposal conference will be held at the following location:

Hall of Justice
First Floor – Board of Supervisors Chambers
400 County Center
Redwood City, California 94063

V. Proposal Contents and Organization

V. Proposal Contents and Organization

This section outlines the specific proposal contents and format required of solution providers that wish to respond to this RFP.

A. Instructions to Solution Providers

The County requires responses in four distinct sections as follows:

- Management Response.
- Functional Response.
- Technical Response.
- Cost Response.

Instructions for these four response sections are outlined below.

All proposals should be typewritten on standard 8½ × 11 paper (larger paper is permissible for charts, spreadsheets, etc.). The first three responses (Management, Functional, and Technical) must be placed in a single binder with tabs delineating each section. The Cost Response must be placed in a separate envelope. Elaborate proposals in the form of brochures or other presentations beyond what is necessary to present a complete and effective proposal are not desired. The responses should be complete and comprehensive, with a corresponding emphasis on being concise and clear.

B. Management Response

Solution providers must follow the outline below for the Management Response section of the overall proposal.

- Transmittal Letter.
- Table of Contents.
- Executive Summary.
- Prior Experience.
- Prior Data Conversion Experience.
- Solution Provider References.
- Solution Provider Strength and Stability Form.
- Exceptions to Requirements of the RFP.
- Exceptions to Terms of the San Mateo County Sample Contract.
- Project Management Plan. (This should include the project plan for the overall project, as well as a Gantt chart for the entire engagement.)

- Risk Management Plan.
- Proposed Project Staff.
- Conflict of Interest.
- Scanning and Imaging.
- Data Conversion Plan.
- Implementation Plan.
- Test Plans.
- Training Plan.
- System Documentation.
- Maintenance and Support Plan.
- Mandatory Forms.
- Proposal Checklist.

1. Transmittal Letter

Each proposal must be accompanied by a transmittal letter that provides the following information:

- Identify the submitting organization, including:
 - » Full name, federal tax ID number, address, and telephone number.
 - » Date established.
 - » Background of firm.
 - » Ownership (public company, partnership, subsidiary, etc.).
 - » If incorporated, state of incorporation.
 - » Number of full-time employees on January 1, 2008, for the past 3 years, or for the duration that solution provider's firm has been in business, whichever is less.
- Identify the name, title, telephone and fax numbers, and e-mail address of the person authorized to contractually obligate the organization.
- Identify the name, title, telephone and fax numbers, and e-mail address of the person authorized to negotiate the contract on behalf of the organization.
- Identify the name, title, telephone and fax numbers, and e-mail address of the person to be contacted for clarification.
- Acknowledge receipt of any and all amendments to this RFP.

- Provide a statement indicating whether proprietary information has been included in the proposal and that each occurrence has been clearly marked at the top or bottom of each applicable page.
- Provide a statement that the proposed solution will meet the specifications set forth in this RFP and/or a list of exceptions to the specifications in the RFP.

2. Table of Contents

A table of contents should be included as a part of the overall proposal, with cross-references between each RFP requirement and the specific page of the response to the requirement.

3. Executive Summary

The executive summary should condense and highlight the contents of the Functional and Technical Response sections in such a way as to provide evaluators with a broad understanding of the entire proposal. **Cost information is not to be included in the executive summary.**

4. Prior Experience

This section will show that the solution provider meets the minimum requirement of having implemented the proposed JMS in at least two jails of at least 700 beds in the last 5 years. Further, it should detail additional experience that the solution provider has in implementing the proposed JMS. Specifically, the solution provider is to briefly describe:

- Prior provision of JMS solutions in operational/production environments.
- The degree to which the core system, or entire system, was installed. Each solution provider is to identify which modules/functions have been implemented in the past and are scheduled for the future, as well as reasons why certain functions/modules were not implemented.
- Experience interfacing with other applications. The solution provider must list the application name and provider of the application with which its JMS solution has been successfully interfaced in prior projects.

In the event of multiple solution providers presenting a single combined response, one prime contractor must lead the proposed effort. The response must clearly indicate the prime contractor and subcontractor roles, and describe the respective experience of each separately.

5. Prior Data Conversion Experience

Each solution provider must provide at least two examples of past experiences in converting active and historical data, explaining the approach taken and the success/failure of those experiences.

6. Solution Provider References

Each solution provider must provide **three** references from current or past clients by using the Solution Provider Reference Form in APPENDIX E. Solution provider references must include those current or past clients that have implemented, or are implementing, the solution provider's core JMS application.

The County will call the solution provider references to confirm information. Solution providers must have satisfactorily completed or be completing the qualifying projects, as verified by the references. Although the County will contact these references, it reserves the right to contact any current or past clients to properly assess the solution provider and its JMS application.

7. Solution Provider Strength and Stability Form

Solution providers must complete the Solution Provider Strength and Stability Form (APPENDIX F). If the proposal involves multiple solution providers, be sure to include relevant information for each solution provider. Please provide clear and concise responses for all information requested.

8. Exceptions to Requirements of the RFP

Each solution provider must list and explain any exceptions it has with the requirements of the RFP. In addition, each solution provider must supply the suggested alternative language to which the solution provider has exceptions. Failure for providing the suggested alternative language may be deemed nonresponsive and rejected on that basis. Responses in this section must be clear and concise.

9. Exceptions to Terms of the San Mateo Sample Contract

Each solution provider must list and explain any exceptions it has with the terms of the San Mateo County sample contract included with this RFP in APPENDIX K. Responses in this section must be clear and concise. Such exceptions are strongly discouraged.

10. Project Management Plan

Each solution provider must provide a project management plan that includes elements of project management, QA, and scheduling. The specific guidelines for the solution provider's project manager are included in the Proposed Project Staff subsection below (item 13).

Project Management

Each solution provider must provide a description of how it will successfully conduct the complex aspects of budget, scope, and aggressive schedule management. Solution providers are also required to describe the project management methodology to be utilized, including a list of any supporting software. This discussion should include information about overall project management techniques, issue management approaches, status reporting, meeting facilitation, and staffing. The County prefers the use of Project 2003 or later as the project management software.

QA

A description must be included of the QA process to be utilized for the project tasks, schedule, deliverables, and testing in order to ensure that work related to the production of acceptable deliverables is on track, and expectations are met or exceeded. The QA process is expected to be proactive to ensure that not only is the schedule met but that product and service quality is maintained.

Project Schedule

The project schedule must include a timeline identifying all major tasks, submitted in Gantt chart format. This schedule should contain a breakdown of all tasks and subtasks required to successfully complete the project. For each identified subtask, solution providers should include the following information:

- Resource assignments (e.g., solution provider staff, local agency staff).
- Milestones.
- Key dates.
- Deliverables.

Solution providers are required to state the ability to meet this timeline and/or to discuss any foreseen risks in meeting it.

11. Risk Management Plan

Solution providers must describe how they will provide a risk management plan that identifies all risks associated with implementing their JMS application, the methods proposed to mitigate each risk, the probability that each risk will occur (i.e., high, medium, low), and the impact each risk can have on the project (i.e., high, medium, low). Each environment option proposed may have different risks associated with it, and these risks must be included in the risk management plan. The risk management plan will be due 2 weeks after a contract is signed.

12. Proposed Project Staff

The proposed project staff will include the account manager, project manager, lead trainer, technical architect, and all other key staff to be assigned to the San Mateo JMS Procurement Project. Solution providers must supply an outline of the skills and experience of all proposed staff members, as well as their major areas of responsibility during the project and the percentage of time that each staff member will be dedicated to the project.

Staff Preferences

Specific guidelines for the solution provider's project manager include:

- Must be able to demonstrate a history of *successful* projects of similar size, nature, and complexity.

- Must have a bachelor's degree.
- Must be able to demonstrate a minimum of 5 years of project management experience.

Although not required, Project Management Professional (PMP) certification from the Project Management Institute, Inc. (PMI) would be a value-added qualification.

Staff Resumes

Resumes of all key proposed personnel are required and must include the following, at a minimum:

- Experience with the solution provider.
- Experience with projects related to public safety, especially JMS solutions.
- Experience with projects of similar size, scope, and complexity.
- System design and development experience.
- System implementation and support experience.
- System integration experience.

Staffing Guidelines

Each solution provider should indicate any industry-acknowledged certifications (e.g., Capability Maturity Model Integration [CMMI], PMP, International Organization for Standardization [ISO]) that its organization or key proposed personnel have attained or are actively pursuing.

The description of experience must include specific responsibilities of solution provider personnel and the number of years of their experience.

Each project referenced in a resume should include the customer name, customer reference (including current telephone number), and time period of the project, as well as a very brief project description.

The County will reserve the right to approve or reject any changes to the solution provider's project manager or other key personnel after contract award. The County will reserve the right to require key personnel changes if the County determines that such a change is in the best interest of the project.

13. Conflict of Interest

The following are the conditions relevant to conflict of interest matters:

- By signing the proposal, the solution provider certifies that no assistance in preparing the response was received from any current or former employee of San Mateo County whose duties relate/were related to this RFP, unless such assistance was required by this RFP.

- The proposal must state whether the solution provider or any employees of the solution provider are related by blood or marriage to a San Mateo County employee or reside with a San Mateo County employee. If there are such relationships, list the names and relationships of said parties. Include the employees' positions and responsibilities in the solution provider's organization. The proposal must state the employees' titles, dates of hire, and dates of separation, where appropriate.

14. Scanning and Imaging

In the functional and technical requirements of this RFP, the County lays out three requirements related to scanning and imaging and the County's document imaging system, FileNet (see APPENDIX B – Functional Requirements, 1.7 and 17.1 and APPENDIX D – Technical Requirements, 26.1). In addition to responding to these requirements in the appendices, the County desires a solution provider to supply an explanation as to how its system would accomplish these requirements. At a minimum, the County desires an explanation of the following:

- A description of the file format and type of database used in the solution provider JMS in capturing and storing images.
- A description of how the solution provider system would capture digitized images and transfer them to FileNet for permanent storage.

The County will not be performing a backfile conversion process; therefore, solution providers do not need to provide an explanation as to how such a process would occur.

15. Data Conversion Plan

Each solution provider must supply a detailed plan of its approach to data conversion. The plan must include a methodology for converting active and historical information from multiple databases.

16. Implementation Plan

Each solution provider must supply a detailed Project plan for implementation of the proposed JMS solution, outlining project tasks from the point of contract signing through acceptance and go-live status of the JMS.

17. Test Plans

Comprehensive test plans of the JMS and its components must be provided, including the solution provider's approach to verifying that all requirements of the delivered system are fully satisfied. Elements of the test plan must include:

- *Inspections* – To conduct visual and functional inspections of delivered equipment, certifications, documentation, etc.
- *Functional Testing* – To demonstrate each of the discrete functional capabilities of the system.

- *Operational Testing* – To demonstrate the full operability of all integrated components in an operational environment and to validate associated user and maintenance documentation.
- *Benchmark Testing* – To demonstrate that the system meets or exceeds performance requirements, including throughput and response time and identification accuracy.
- *Final Acceptance Testing* – To demonstrate that system components are completely ready for production implementation.
- *Security Compliance Testing* – To demonstrate that the system components meet the various security requirements listed in APPENDIX D.

Detailed Test Plan

A comprehensive test plan will account for unit, integration, and acceptance testing, as applicable. Test plans must be prepared and delivered for final review and acceptance. The test plan must include:

- An overview of each phase of testing, with an anticipated time frame for each phase, including specifications of solution provider and San Mateo County roles and responsibilities and a description of each test team, as applicable.
- A specification of the facility and personnel requirements and test configurations that will be implemented to support phases of the testing.
- A timeline for preparing detailed test procedures and conducting the testing.
- A plan for tracking, correcting, and retesting when any deviations are noted.

Testing Procedures

Prior to commencement of testing, a comprehensive set of test procedures must be prepared and delivered for review, providing the specific steps that will be followed to perform each inspection, functional test, operational test, and benchmark test. The procedures also must establish test criteria that must be achieved for each individual test procedure.

Test Reporting and Remediation

At the conclusion of each phase of testing, a test report must be compiled and delivered that includes:

- Checklists completed and signed by the solution provider, project manager, and San Mateo County that document the successful performance of each inspection or test.
- A detailed schedule for discrepancy correction and retesting.

18. Training Plan

The solution provider must supply a training plan that delivers a series of technology training sessions for support staff, as well as a packaged training program to be implemented by San Mateo County for

end users. Solution providers are encouraged to deliver the training program as an online, Web-based program.

The proposed training plan must include:

- An overview of the training program, including instructional objectives, performance objectives, roles and responsibilities, and facility requirements.
- A proposed plan for the training of all 562 individuals listed in Section II of this RFP. The County desires training for all 562 individuals but is looking for solution providers to deliver ways to minimize the costs while ensuring proper training is provided to everyone.
- Course descriptions and curriculum outlines for each training course.
- A plan for student testing and evaluation, including:
 - » Train-the-trainer program for system administrators.
 - » Directed and detailed software and application training for programming staff.
 - » Directed and detailed hardware training for system operations staff.
 - » Directed and detailed database administrator (DBA) training.
- A detailed training schedule and timeline.
- Samples of training program materials, such as syllabus or course outline examples.

19. System Documentation

Each solution provider must describe its overall approach for delivering to the County a comprehensive set of user, system, and management documentation. The County seeks both online – or otherwise electronic – and hard-copy documentation volumes. The online user documentation must describe the components, functions, system administration, and operations of the system. Operations descriptions must include a list and description of all error conditions, how they are displayed, and the action required of the operator for each.

Additionally, the County expects that online documentation which includes modifications must be maintained and updated throughout the life of the JMS. A description how this is to be accomplished should be included in the proposal.

Finally, each workstation with JMS access must be provided with complete online user documentation that is located within the workstation or can be accessed via the County's internal networks and JMS application.

20. Maintenance and Support Plan

Each solution provider must supply a description of a comprehensive maintenance and operations support program that includes:

- Preventive maintenance.
- Remedial maintenance.
- Help desk support.
- On-site support staff.

A detailed maintenance and operations support plan must be prepared and delivered for review and acceptance. The plan must include, at a minimum, the following:

- An overview of the maintenance and operations support program, including objectives, roles and responsibilities, and facility requirements.
- A detailed preventive maintenance schedule for each system component.
- A set of service level agreements outlining the requirements and plan for providing response and remediation of problems for each system component.
- A proposal for on-site, ongoing maintenance support staffing, required by the County.
- A procedure for warranty for the repair/replacement of defective components.
- A problem escalation procedure.
- Help desk plans and procedures.
 - » Issues resolved within 24 hours.
 - » Human response during standard business hours.
- A comprehensive list of maintenance spares and consumable items.
- Maintenance and operations support implementation and capability verification timeline.
- On-site solution provider support staffing during system installation and implementation, as follows:
 - » *Project Manager* – Minimum 1 full-time equivalent (FTE) in San Mateo County offices Monday through Friday/standard business days and available by telephone 24/7/365.
 - » *Support Staff* – Minimum 1 FTE in San Mateo County offices Monday through Friday/standard business days.

21. Mandatory Forms

The following forms must be completed and attached:

- *Equal Benefits Compliance Declaration Form* – Each solution provider must complete this form (see APPENDIX I). The Equal Benefits Ordinance is shown in APPENDIX J.

- *§ 504 Compliance* – Each solution provider is required to complete this form (see APPENDIX M).

Also, APPENDIX L provides Health Insurance Portability and Accountability Act of 1996 (HIPAA) Business Associate Requirements.

22. Proposal Checklist

Each solution provider must complete and attach the Proposal Checklist (APPENDIX G).

C. Functional Response

Each solution provider must follow the outline below for the Functional Response section of the proposal, which includes an explanation of the solution provider's overall solution approach and responses to this RFP's functional specifications. The following is a more detailed explanation of the information sought by the County:

1. Overall Solution Approach

The Overall Solution Approach subsection of the Functional Response section should provide a comprehensive written description of the solution provider's proposed solution and project approach. This should include a discussion of the solution provider's understanding of the County's vision, how the solution will specifically address this vision, and a definition of all services to be provided. Specific emphasis must be placed on the following:

- A description of the proposed solution and a discussion regarding how this solution addresses the goals and requirements of the target environment.
- Details on how the solution provider will accomplish the required interfaces.
- A description of the extent to which the proposed solution adheres to national standards.
- A discussion of how the solution provider will perform risk management, as well as mitigation and issues management.
- Identification of any known/anticipated implementation and operational risks in the near and long term.

Solution providers can submit proposals for more than one overall approach; however, Cost Forms must be submitted for all alternatives proposed.

Any proposal that fails to address or does not adhere to these requirements may be deemed nonresponsive and rejected on that basis.

Each solution provider may attach other materials that it feels may improve the quality of its response. However, these materials should be included as items in a separate appendix.

2. Functional Specifications Response

Each solution provider must supply a comprehensive and written description of its approach to all functional specifications. After inserting the functional specifications tables (APPENDIX B) in their response, solution providers must first respond directly to each specification entry by placing an “X” in the applicable column in each row. Descriptions of each column heading in APPENDIX B are as follows:

Response Column	Definition
Mandatory/Desired	Each functional requirement has been categorized as a mandatory requirement or a desired requirement. Mandatory requirements are necessary to replace CJIS, other databases, and/or paper forms. Desired requirements describe attributes of the JMS that the County would like to have but are not mandatory. <i>The costs of mandatory specifications are to be included in the costs of the base package. Any costs (software or hardware) associated directly or indirectly to a desired specifications are to be provided separately from the costs of the overall JMS solution.</i>
Current Capability	Specification will be met by the proposed solution that is installed and operational in other agencies and can be performed by the JMS. <i>The cost of specifications in this response must be included in the cost of the base package, and the specifications must be delivered with the baseline solution at installation.</i>
Future Release	Specification will be met by a future release of the product. <i>The cost of specifications in this response must be included in the cost of the base package, and the specifications must be delivered within 1 year of baseline solution installation.</i>
Custom Development	Specification will be met by software currently under development, in beta test, or not yet released. <i>The cost of mandatory specifications in this response must be included in the cost of the base package, and the specifications must be delivered with the baseline solution at installation. The costs of desired specifications are to be provided separately.</i>
Not Available	Specification cannot be provided either as part of the baseline solution or future enhancement.

Immediately following the completed functional requirements tables, each solution provider is to supply detailed explanations for its response to each Requirement ID, according to the format outlined in the table below.

Req. ID	Explanation
Current Capability	
List each Requirement ID in the same order as	For each Requirement ID listed, solution providers must supply a <i>detailed explanation</i> of how the specification is met.

Req. ID	Explanation
shown in the requirements tables in APPENDIX B.	
Future Release	
List <i>each</i> Requirement ID in the same order as shown in the requirements tables in APPENDIX B.	For each Requirement ID listed, solution providers must supply a <i>detailed explanation</i> of when and how the specification will be met within 1 year of installation.
Custom Development	
List <i>each</i> Requirement ID in the same order as shown in the requirements tables in APPENDIX B.	For each Requirement ID listed, solution providers must provide a <i>detailed explanation</i> of how the specification will be customized, implemented, and maintained. Solution providers may also note whether the associated custom development will be provided as part of the base package without additional cost. <i>NOTE:</i> If there is an associated cost for the custom development, it must be included in the Cost Forms (APPENDIX H).
Not Available	
List <i>each</i> Requirement ID in the same order as shown in the requirements tables in APPENDIX B.	For each Requirement ID listed, solution providers must give a <i>detailed explanation</i> of why they chose not to supply the specification.

NOTE: Each functional specification must be specifically addressed in the proposal, or an assumption will be made that the solution provider cannot accomplish the specification and/or deliverable. The County seeks solutions that meet all specifications with no or minimal required modifications to the solution provider's standard application.

D. Technical Response

Solution providers must follow the outline below for the Technical Response section of the overall proposal, which includes the completion of a technical questionnaire and responses to this RFP's functions specifications. The following is a more detailed explanation of the information sought by the County:

1. Technical Requirements Questionnaire

Each solution provider is to supply a structured description of the technical aspects of its proposed system by completing the Technical Requirements Questionnaire. This questionnaire is included as APPENDIX C and must be completed in its entirety by the solution provider.

2. Technical Specifications Response

Each solution provider must supply a comprehensive and written description of its approach to all technical specifications. Each solution provider should insert the technical requirements tables (APPENDIX D) into its response and respond directly to each specification entry by placing an “X” in the applicable column in each row. Descriptions of each column heading in APPENDIX D are:

Response Column	Definition
Mandatory/Desired	Each technical requirement has been categorized as a mandatory requirement or a desired requirement. Mandatory requirements are necessary to replace CJIS, other databases, and/or paper forms. Desired requirements describe attributes of the JMS that the County would like to have but are not mandatory. <i>The costs of mandatory specifications are to be included in the costs of the base package. Any costs (software or hardware) associated directly or indirectly to a desired specification are to be provided separately from the costs of the overall JMS solution.</i>
Current Capability	Specification will be met by the proposed future solution that is installed and operational in other agencies and can be performed by the JMS. <i>The cost of specifications in this response must be included in the cost of the base package, and the specifications must be delivered with the baseline solution at installation.</i>
Future Release	Specification will be met by a future release of the product. <i>The cost of specifications in this response must be included in the cost of the base package, and the specifications must be delivered within 1 year of baseline solution installation.</i>
Custom Development	Specification will be met by package software currently under development, in beta test, or not yet released. <i>The cost of mandatory specifications in this response must be included in the cost of the base package, and the specifications must be delivered with the baseline solution at installation. The costs of desired specifications are to be provided separately.</i>
Not Available	Specification cannot be provided either as part of the baseline solution or future enhancement.

Immediately following the completed technical requirements tables, solution providers are to provide detailed explanations for their responses to each Requirement ID, according to the format outlined in the table below.

Req. ID	Explanation
Current Capability	
List <i>each</i> Requirement ID in the same order as shown in the requirements tables in APPENDIX D.	For each Requirement ID listed, solution providers must supply a <i>detailed explanation</i> of how the specification is met.
Future Release	
List <i>each</i> Requirement ID in the same order as shown in the requirements tables in APPENDIX D.	For each Requirement ID listed, solution providers must supply a <i>detailed explanation</i> of when and how the specification will be met within 1 year of installation.
Custom Development	
List <i>each</i> Requirement ID in the same order as shown in the requirements tables in APPENDIX D.	For each Requirement ID listed, solution providers must supply a <i>detailed explanation</i> of how the specification will be customized, implemented, and maintained. Solution providers may also note whether the associated custom development will be provided as part of the base package without additional cost. <i>NOTE:</i> If there is an associated cost for the custom development, it must be included in the Cost Forms (APPENDIX H).
Not Available	
List <i>each</i> Requirement ID in the same order as shown in the requirements tables in APPENDIX D.	For each Requirement ID listed, solution providers must give a <i>detailed explanation</i> of why they chose not to supply the specification.

NOTE: Each technical specification must be specifically addressed in the proposal, or an assumption will be made that the solution provider cannot accomplish the specification and/or deliverable. Although the County understands that some customization is necessary for all JMS solutions, the County desires a solution that meets most specifications with no or minimal required modifications to the solution provider's standard application.

E. Cost Response

The County requires a fixed-price cost proposal that includes a detailed cost breakdown of line items, such as hours, tasks, staff, and services. The County also requires information necessary to understand all of the costs associated with the Management, Functional, and Technical Response sections of proposals for the JMS Procurement Project.

Solution providers are required to submit a complete set of Cost Forms (APPENDIX H) for each proposed solution and alternative. All project-related costs are to be included in the cost proposal. No additional charges will be allowed.

Solution providers are required to submit optional costs to value-added functions or services, as well as costs associated with any functional or technical requirement labeled as Desired. These optional costs are to be provided in APPENDIX H separate from the costs of the base package.

The format in which solution providers are to supply the detailed breakdown and summary of proposed costs is described below.

- *Software Licensing and Costs* – Identify software licensing included in the proposal. Provide an itemized list of the costs of all software, including the cost of customization proposed to meet the functional requirements. Provide a description of the type of licensing: enterprise, per seat, or other.
- *Hardware Costs* – Provide an itemized list of all hardware included in this proposal. It is important to note that the County reserves the right to purchase specified hardware from its own hardware solution provider(s) and may not include hardware in the final contract.
- *Implementation Costs* – Describe and list all costs that would be associated with the implementation of the JMS. These may include installation, integration, project management, training, and data conversion.
- *Other Costs* – Provide an itemized list of any costs not identified elsewhere. Also, provide an itemized list of costs associated with requirements listed in APPENDICES B and D and labeled as Desired requirements. Provide all costs including, software, hardware, and implementation costs, where applicable. If a Desired requirement is part of the core system, write “Included” in the space provided.
- *Cost Summary* – Summarize the onetime and recurring costs for the solution. Two separate onetime costs are to be provided: one that includes optional costs and another that excludes optional costs. Similarly, separate recurring costs are to be provided in the same manner. This section also elicits details from solution providers regarding the cost of ongoing maintenance and support of the software. A copy of the terms and conditions of ongoing support is mandatory.

Solution providers are required to submit a complete set of Cost Forms (APPENDIX H) for each proposed solution and alternative.

VI. Evaluation Criteria

VI. Evaluation Criteria

This section identifies the proposal evaluation criteria and the process that will be followed for selecting the finalist solution provider. Solution provider submissions will be evaluated by the following committees comprising multiple employees of San Mateo County:

- *JMS Executive Steering Committee* – The JMS Executive Steering Committee will play the main “governance” role on the project and will make the final recommendation to the County. It will base the recommendation on the input of the JMS User Committee and its own assessment of the proposals.
- *JMS User Committee* – The JMS User Committee is responsible for the evaluation of the proposals and demonstrations and for conducting interviews during the optional site visits. The Evaluation Team is responsible for evaluating conversion/migration history, costs, and other selection criteria. The team’s objective is to make recommendations for solution provider selection to the JMS Executive Steering Committee.

A. Evaluation Criteria and Selection Process

The County will use a competitive process based upon “selection levels.” For each decision point in the process, the County will independently evaluate the proposals in accordance with specific decision factors and will elevate a certain number of respondents to compete against each other. The County recognizes that if a respondent fails to meet expectations during any part of the process, it reserves the right to proceed with the remaining respondents. The County reserves the right to determine the suitability of proposals on the basis of a proposal’s ability to meet all requirements specified in this RFP, including general and detailed submittal requirements and the assessment of each proposal and associated costs by each of the evaluating committees.

The County will use the following factors, among others, to evaluate the proposals:

- | | |
|---|--|
| ● Conformance with the minimum requirements. | ● Solution provider current and projected commitments. |
| ● Conformance with RFP guidelines and submittal requirements. | ● Project management plan. |
| ● Qualifications of staff. | ● Risk management plan. |
| ● Prior experience. | ● Proposed project staff. |
| ● Prior data conversion experience. | ● Conflict of interest. |
| ● Solution provider references. | ● Scanning and imaging. |
| ● Solution provider strength and stability. | ● Data conversion plan. |
| | ● Implementation plan. |
| | ● Test plans. |

- Training plan.
- System documentation.
- Maintenance and support plan.
- Responses to functional requirements.
- Responses to technical requirements.
- Level of customization required.
- Site visits (if deemed necessary by the evaluating committees).
- Compatibility with the County's desired terms and conditions.
- Solution provider interviews.
- Performance at solution provider demonstrations.
- Cost.
- Commitment to sign the County's standard contract – a copy of which is attached in APPENDIX K – without any modifications.

The County reserves the right to determine the suitability of proposals on the basis of some or all of these criteria.

B. Best and Final Offer

As a result of the evaluations by the committees, specific solution providers may be requested to submit a Best and Final Offer (BAFO) regarding their proposed solutions. The BAFO will be based on a set of questions or issues provided by the JMS Executive Steering Committee for the solution providers to address. Solution providers will then revise their final proposals and submit them for final consideration by the County.

C. Appeal Process

Unsuccessful respondents will have 5 calendar days from the date of the County's letter of rejection to submit a written appeal, addressed directly to Sheriff Greg Munks, 400 County Center, Redwood City, California 94063. The written appeal should specifically address any irregularities in the process. The JMS Executive Steering Committee will have the opportunity to review the written appeal and to present the sheriff with the reasons for the Evaluation Team's recommendation. The decision of the sheriff as to whether reconsideration of a solution provider's proposal is warranted is final.

VII. Contract and Proposal Information

VII. Contract and Proposal Information

The County reserves the right to accept or reject any or all proposals. The County reserves the right to waive any irregularities and technicalities and may, at its sole discretion, request a clarification or other information to evaluate any or all proposals. The County reserves the right, before awarding the contract, to require respondent(s) to submit evidence of qualifications or any other information the County may deem necessary. The County reserves the right to cancel the RFP in part or in its entirety.

The County reserves the right to (1) accept the proposals of any or all of the items it deems, at its sole discretion, to be in the best interest of the County, and (2) the County reserves the right to reject any and/or all items proposed. This procurement will not be awarded solely on the basis of cost. A contract, if awarded, will be negotiated with the respondent that can best meet the County's needs.

The County intends to enter into a conversion and migration services contract for the accepted proposal. Such a contract will be interpreted, construed, and given effect in all respects according to the laws of the state of California.

The Proposer must be able to agree to all of the terms of the County form contract included as APPENDIX K and be able to complete the County declaration form included in APPENDIX I. If the proposer cannot agree to each term but still wishes to respond to the RFP, the proposer must specifically identify in its proposal the terms with which it cannot comply.

A. Oral Presentations

Oral presentations of solution provider support, future offerings or pricing, and other material facts will not be considered by the County in the evaluation of proposals and responses to this RFP.

Additionally, information, assistance, or services given by solution providers to County staff during requests for information, research, sales presentations, and other such pre-RFP activities will not be considered during the evaluation of the proposals received in response to this RFP.

The County will only act on information that is presented as written proposals and attachments to proposals submitted in accordance with the instructions specified by this RFP.

B. Background Checks

Solution provider personnel and any subcontractor personnel will have access to County facilities and systems that contain sensitive information. Additionally, they will have access to other secured law enforcement networks and systems. Considering these factors, all personnel and any subcontractor personnel will be required to undergo a background check.

Prior to the project, a background check will be performed on any employee, agent, or subcontractor of the solution provider who will have access to any installation site or any records or information relating to, pertaining to, or included in the JMS system, the CJIS system, any ancillary databases, or paper forms of the SMCSO. Each person will be required to provide his/her name, date of birth, and driver's license number and shall submit to fingerprinting and a California Identification Search in order to verify

the his/her status and fitness to perform under this Agreement. The SMCSO will have sole discretion on whether to approve or disapprove any such employee, agent, or subcontractor.

C. Retention of Respondents' Material

The County reserves the right to retain all proposals regardless of which response is selected. No proposals will be returned to respondents.

D. Public Records Act Disclaimer

General Provisions Regarding Public Nature of Proposals. Government Code Section 6250 et seq., the Public Records Act, defines a public record as any writing containing information relating to the conduct of the public's business that is prepared, owned, used, or retained by any state or local agency regardless of physical form or characteristics. The Public Records Act provides that public records shall be disclosed upon request and that any citizen has a right to inspect any public record, unless the document is exempted from disclosure.

Proposer's Rights Regarding Confidentiality of Proposals. The County cannot represent or guarantee that any information submitted in response to the RFP will be confidential. If the County receives a request for any document submitted in response to this RFP, it will not assert any privilege that may exist on behalf of the person or business submitting the proposal. If a proposer believes that a portion of its proposal is confidential and notifies the County of such in writing, the County may, as a courtesy, attempt to notify the proposer of any request for the proposal. However, it would be the sole responsibility of that proposer to assert any applicable privileges or reasons why the document should not be produced, and to obtain a court order prohibiting disclosure. The proposer understands that the County is not responsible under any circumstances for any harm caused by production of a confidential proposal.

County's Rights Regarding Confidentiality of Proposals. To the extent consistent with applicable provisions of the Public Records Act and applicable case law interpreting those provisions, the County and/or its officers, agents and employees retains the discretion to release or withhold disclosure of any information submitted in response to the RFP.

E. Collusion Affidavit

By submitting a proposal, each respondent certifies that the contents are genuine and not the result of collusion or any other activity that would tend to directly or indirectly influence the process.

F. Non-Waiver by Acceptance of Deviation

The County's waiver of an immaterial deviation in a proposal shall in no way modify the RFP documents or excuse the solution provider awarded the contract from full compliance with the specifications.

Appendix A – Current Business and Technical Environments

Appendix A – Current Business and Technical Environments

The SMCSO current business and technical environments are as follows:

A. Current Business Environment

The SMCSO jail environment includes three separate facilities with a total inmate rating capacity of 818 inmates. The facilities and a description of each are as follows:

- *MCF* – This is the main jail and includes the new portion of the jail, as well as the older portion, which is commonly referred to as “Old Maguire.” MCF as a whole has a rated capacity of 688 inmates – 160 inmates for “Old Maguire” and 528 for “new Maguire.” It is a predominantly male facility, but the medical inpatient floor, called the Sheltered Living Unit (2 West), often houses female inmates. MCF has five floors, and units are referred to by the floor number and the location (East or West):
 - » *2 West* – Sheltered Living Unit and Overflow Housing Unit (OHU).
 - » *2 East* – Medical clinic.
 - » *3 East and 3 West* – Administrative segregation and disciplinary isolation.
 - » *4 East and 4 West* – Orientation and general housing.
 - » *5 East and 5 West* – General housing.
 - » *6 East and 6 West* – CHOICES Program.
 - » *Old Maguire, Floors 2 and 3* – Used for general population, protective custody, and inmate workers.
- *WCC* – This is a women-only facility with a rated capacity of 84 inmates. It has four dorms (A, B, C, and D) with D designated as a CHOICES dorm. Moreover, WCC has nine separate administrative segregation cells.
- *MSTF* – This is a facility predominantly used to house subjects under the WFP or subjects serving a sentence on weekends. It has a rated capacity of 46.

MCF is the hub of almost every activity within the jail environment. With few exceptions, every inmate, male and female, is booked at MCF. Following a classification and housing determination, an inmate is transported to a designated housing area or alternate facility. Moreover, all releases, with few exceptions, are conducted at MCF, including female inmates housed at WCC, who are transported from that facility to MCF for the release process.

1. Average Daily Population

Although MCF and WCC have rated capacities, the average daily population (ADP) exceeds those numbers almost every day. For January to March 2008, the ADP has been 1,103 inmates, as follows:

- MCF – 927 inmates.
- WCC – 133 inmates.
- MSTF – 43 inmates.

Due to overcrowding, constructing an additional jail or adding on to existing facilities is being considered by the SMCSO.

2. Jail Units

Within jail facilities, separate units operate to accomplish the goals of housing inmates in a safe and secure environment. Those units can be differentiated into the following:

- *Intake* – Accepts subjects into the facility to initiate the booking process, the capturing of fingerprints, and photo images of the subject.
- *Medical Intake* – Ensures that newly arriving subjects can be housed at the jail and documents medical concerns.
- *Booking* – Performs a myriad of tasks, such as recording property, setting up a commissary account, verifying warrants, contacting other agencies regarding warrants, setting up weekend schedules for sentenced inmates, and researching subjects' criminal backgrounds.
- *Release on Own Recognizance (ROR)* – Interviews subject for possible release on his/her own recognizance and enters data in ORCS. The ROR staff members occupy a unique position within the jail in that they are collecting information for classification purposes, as well as information for an ROR report, which is delivered by Pretrial Services (a subdivision of the Adult Division of the San Mateo County Probation Department).
- *Classification and Housing* – Performs risk and needs assessments to determine appropriate housing for a subject.
- *Court Desk* – Maintains the inmate jacket and ensures the jail houses persons in accordance with the court's order by reviewing court documents, verifying sentence calculations, and performing other tasks.
- *Property and Release* – Administers jail clothing to housed subjects and maintains their property until release. Staff members are also responsible for processing the release of subjects.
- *Pods* – Contains the housing locations where deputies and correctional officers are responsible for maintaining the security and welfare of the inmates.
- *Medical* – Provides medical and mental health services to incarcerated inmates. It is important to note that the County's functional requirements in APPENDIX B are only related to Medical Intake and do not include an Electronic Medical Records module or anything related to the Medical unit outside of the initial screening of inmates into the facility.
- *Front Desk/Lobby* – Oversees the front lobby of the jail, including the facilitation of visitation, both personal and professional.

- *Jail Cashier* – Accepts cash from the public to be deposited into inmate financial accounts (in COMICS), wherein the inmate can make commissary purchases. Also, the jail cashier processes the posting of cash bail and surety bonds, which are recorded in CJIS.
- *Food Processing* – Facilitates the feeding of the inmate population, including the monitoring and incorporation of special diets, such as religious, medical, and disciplinary.
- *Commissary* – Maintains the commissary system, including the receipt of commissary purchase requests, verification that inmates are eligible for such purchases, as well as completion and delivery of the commissary items.
- *Service League* – Receives inmate request forms for assistance. The volunteer organization's assistance includes program facilitation, jury clothes, and general inmate requests, such as contacting relatives.
- *Classification Administration* – Completes various administrative duties surrounding the classification and housing of inmates, including classification reviews, issue of passes, and gang validation assessments.
- *Disciplinary Board* – Oversees hearings regarding disciplinary action taken against inmates.
- *Transportation* – Oversees the transporting of subjects to/from sheriff facilities and external appointments and the transferring of inmates to the California Department of Corrections and Rehabilitation. Transportation is also required to assist in obtaining custody of subjects who are being extradited back to San Mateo County.
- *Inmate Telephone Recording* – Records inmate telephone calls upon being ordered to do so by appropriate jail personnel. The district attorney and local law enforcement provide requests to the jail, wherein the request is reviewed for approval, and the telephone recording company performs the recording.
- *SWP* – Monitors subject in the program. The program currently has over 400 participating subjects. With a court recommendation, subjects sentenced to a term of incarceration can serve their sentence in the community working for approved employers. In essence, their days of incarceration are served in days of work. These subjects are booked and released by jail staff, but they reside in the community and not in the jail. Their progress at the employer is tracked by jail staff.
- *EMP* – Monitors subjects in the program. There are currently nine persons serving a period of EMP.
- *WFP* – Monitors subjects in the program. Inmates reside at MSTF and are released during the day to attend school or work. The majority of the MSTF population are work furlough inmates.

B. Current Technical Environment

Outside of paper-based processes and external databases, CJIS is the core JMS for the SMCSO. Although the CJIS application currently resides on an IBM mainframe using a CA Datacom database management system (DBMS), at the time the selected solution provider implements its JMS, CJIS will have migrated to the following:

- *Hardware* – IBM/AIX P50.
- *DBMS* – Oracle.

A description of the CJIS records and data fields are as follows:

CJIS Database Information	
Number of Active Records	Approximately 2,000
Number of Historical Records	535,668 Inmates Totaling Over 2,000,000 Records
Number of Data Fields	265
Number of Free Text Fields	2

The CJIS database also contains 13 files related to jail management and 19 files related to bookings, totaling millions of records.

3. SMCSO Environment

The jail technology environment is a combination of the SMCSO technology environment and the County's infrastructure and partner agency tools. This subsection describes the SMCSO's technologies and direction.

The SMCSO provides its own application and network layer support. The technology environment includes:

- *Hardware* – Intel-based architecture.¹ In addition, the SMCSO seeks to virtualize the MS Windows server environment with VMware.
- *Operating Systems* – MS Windows XP for desktops and MS Windows 2000 and 2003 for servers. SMCSO is considering Windows 2008 as soon as it is stable and more widely adopted.
- *Development Languages Common to CJIS Agencies* – ASP, Java, Visual FoxPro, MS Visual Studio, and .NET environment.
- *DBMS* – SQL Server 2000 and 2005, Access, and Oracle.
- *Transaction Processing* – Handled by development environment and/or database.

Finally, SMCSO uses MS Office (XP and 2003) as the primary office automation tools.

¹ SMCSO uses a 4-year lease on computers to maintain current technology and capabilities.

4. Ancillary Systems

Although the jail follows the SMCSO environment, there are a few specific ancillary systems that provide automation support for the jail. These items are listed below.

SWP.NET

SWP.NET is a SQL 2000 Server database with a custom VB.NET front end that monitors all activities of subjects in the SWP. In addition to maintaining basic offender data on each of the approximately 400 subjects participating in the program at any given time, SWP.NET provides a multitude of functions, including, but not limited to:

- Maintains list of employers.
- Assigns subjects to an employer.
- Records and monitors SWP payments, refunds, and waiver of fees.
- Records subject attendance at assigned employer.
- Records field visits by staff to monitor SWP compliance.
- Maintains a list of form letters.

The following table provides specifics regarding the data fields in SWP.NET:

SWP.NET Database Information	
Number of Active Records	500
Number of Historical Records	1,100,000
Number of Data Fields	Over 500
Number of Free Text Fields	Approximately 250

Of all the ancillary databases used by the SMCSO, SWP.NET is the most complex and feature-rich of them all. It works very well, providing the functions necessary for staff members to perform their tasks.

ORCS

The jail maintains ORCS, an SQL Server with an Access front end, on all subjects screened for ROR. ORCS maintains a multitude of information on subjects, including, but not limited to:

- Classification scoring.
- Demographics.
- Employment history.
- Education history.

- Criminal history, including history in and outside of San Mateo County. Also includes current probation and/or parole officers regardless of jurisdiction.
- Pending charges.

The following table provides specifics regarding the data fields in ORCS:

ORCS Database Information	
Number of Active Records	2,000
Number of Historical Records	2,000,000
Number of Data Fields	Approximately 900
Number of Free Text Fields	Approximately 400

ORCS is a system used by the jail staff inside MCF. Once data is entered into the system by jail staff, it is used by the Probation Department to author a report for own recognizance consideration. It provides functionality for staff inside and outside the jail, as well as a multitude of reporting capabilities.

COMICS

COMICS is a Linux-based Pick database that is used for inmate's commissary purchases, bail payments, and various types of co-pays.

The following table provides specifics regarding the data fields in COMICS:

COMICS Database Information		
Number of Active Records	IM.HIST (Inmate History)	2,000
	IH.HIST (Item History)	Unknown
Number of Historical Records	IM.HIST (Inmate History)	1,094,719
	IH.HIST (Item History)	72,251
Number of Data Fields	IM.HIST (Inmate History)	50
	IH.HIST (Item History)	25

Although there are other files in COMICS, IM.HIST and IH.HIST are the only files of interest for the SMCSO. The number of free text fields is unknown.

DataWorks Plus iMUG

DataWorks Plus iMUG is used for mug shot photos. It also includes field interviews and registrant (sex offender, gang affiliation, and drug crime) information. Access to the system is available within the jail and all of the 23 local law enforcement agencies in the community.

DNA Collection

DNA Collection is a SQL Server 2000 database. The information collected pertains to the collection of buccal swabs from offenders whose convictions mandate a sample be sent to the state crime lab for DNA coding. Beginning in 2009, the collection of DNA must be moved to the booking and intake process as state law will require such collections to be done on all subjects *arrested* on felony charges.

The following table provides specifics regarding the data fields in the DNA Collection database:

DNA Collection Database Information	
Number of Active Records	3,270
Number of Historical Records	Not Applicable
Number of Data Fields	14
Number of Free Text Fields	5

Disciplinary Action

The SMCSO incident reports are titled "Inmate Action Reports." These reports are used for various types of incidents; however, when an incident results in disciplinary action, Jail Administration staff members enter various data into an Access database. The database is used to run a monthly report specifying a number of statistics related to major and minor violations.

The following table provides specifics regarding the data fields in the Disciplinary Action database:

Disciplinary Action Database Information	
Number of Active Records	Not Applicable
Number of Historical Records	1,000
Number of Data Fields	12
Number of Free Text Fields	6

Grievance

Inmates in the San Mateo County Jail are able to file grievances through the use of a No Carbon Required (NCR) form. That form is signed and approved by various individuals. After all levels of review, one copy of the NCR form is sent to Jail Administration, where information is entered into an Access database, which maintains the inmate name, date the grievance was filed, type of grievance, and the date the grievance was finalized.

The following table provides specifics regarding the data fields in the Grievances database:

Grievance Database Information	
Number of Active Records	Not Applicable
Number of Historical Records	2,000
Number of Data Fields	7
Number of Free Text Fields	3

Re-Entry Program / Modifiable Sentences

Judges in San Mateo County may sentence an individual to a period of incarceration but declare the sentence to be modifiable, thus allowing the subject to serve his/her sentence in a community placement, such as a drug treatment center. To identify those persons who have sentences wherein the judge has ordered the commitment to be modifiable, the jail presently maintains an Excel spreadsheet. The spreadsheet contains a myriad of data on each inmate and his/her sentence details.

The following table provides specifics regarding the data fields in the Re-Entry Program/Modifiable Sentences Excel spreadsheet:

Re-Entry Program/Modifiable Sentences Database Information	
Number of Active Records	Varies (Less than 200)
Number of Historical Records	100
Number of Data Fields	20
Number of Free Text Fields	Excel Spreadsheet

JPAS

JPAS is an Access database application currently used by Jail Administration to provide inmate statistics. The system receives its data from CJIS and is capable of running many types of reports. The following are the more common reports run:

- *FBI Report* – A list of subjects in custody from various countries. This report is run once per week.
- *Length of Stay Reports* – Inmate name, charges, and length of stay.
- *Cell Data* – A list of subjects being housed in particular cells on a given date.
- *Ethnicity Report* – Statistics on the number and ratio of ethnic groups being housed.
- *Charged Offense Report* – Inmate name and the California criminal code for which the inmate is being held.
- *Ad Hoc Report Requests* – Approximately 100 per month of various types.
- *State and Federal Reporting Requirements* – The SMCSO also uses this Access database to provide statistics to the state of California and the United States Department of Justice. For the

state of California, monthly and quarterly surveys are completed and provided to Corrections Standards Authority (CSA). For the United States Department of Justice, the statistics are sent to the U.S. Census Bureau on a yearly basis.

The SMCSO expects JPAS will not be needed upon the full implementation of a new JMS.

Extradition

All potential cases of extradition (to and from San Mateo County) are recorded and maintained in an Access database. The database is used to facilitate the production of mail merge documents for extradition letters.

WFP/EMP Payments

An Access database is used to track payments by subjects for work furlough and electronic monitoring costs. On average, less than 40 persons are on work furlough, and less than 10 persons are on electronic monitoring at any one time.

The following table provides specifics regarding the data fields in the WFP/EMP Payments database:

WFP/EMP Payments Database Information	
Number of Active Records	Unknown
Number of Historical Records	3,000
Number of Data Fields	65
Number of Free Text Fields	60
Number of Tables	14

FileMaker Pro

FileMaker Pro is used by some security sergeants to maintain jail census data and the staff roster for a particular day. Each day, the security sergeant manually obtains the census and the staff currently working a particular shift and updates FileMaker Pro. A paper printout of the data is filed and archived.

Thinkstream, Inc.

SMCSO uses a data integration product from Thinkstream, Inc. (San Mateo County Records Exchange [SM-CORE]), for local police information sharing within the County.

All of the above solutions are important elements of the SMCSO business environment.

5. Information Security

Another element of the jail's current technology environment is the security layer. The overall network is flat local area network (LAN) topology secured with encrypted connections to all remote and partner locations. Further, SMCSO has IP Security (IPsec) tunnels to California Department of Justice (CA

DOJ). The topology is straightforward and secure with firewalls at each connection point. It is implemented on mainstream networking equipment and will provide the reliability necessary for the JMS.

The primary user authentication solution is MS Active Directory, implemented throughout SMCSO. The environment, as noted above, is a Windows environment, so common user provisioning and support is handled through the Active Directory for all JMS services.

Appendix B – Functional Requirements

Appendix B – Functional Requirements

All appendices requiring vendor completion are available in a separate editable file that accompanies this RFP.

A. Functional Response Part I

This section details a comprehensive and written description of the solution provider's approach to all functional specifications. Solution providers must first respond directly to each specification entry by placing an "X" in the applicable column in each row. Descriptions of each column heading are as follows:

Response Column	Definition
Mandatory/Desired	Each functional requirement has been categorized as a mandatory requirement or a desired requirement. Mandatory requirements are necessary to replace CJIS, other databases, and/or paper forms. Desired requirements describe attributes of the JMS that the County would like to have but are not mandatory. <i>The costs of mandatory requirements are to be included in the costs of the base package. Any costs (software or hardware) associated directly or indirectly to a desired requirement are to be provided separately from the costs of the overall JMS solution.</i>
Current Capability	Specification will be met by the proposed future solution that is installed and operational in other agencies and can be performed by the JMS. <i>The cost of specifications in this response must be included in the cost of the base package, and the specifications must be delivered with the baseline solution at installation.</i>
Future Release	Specification will be met by a future release of the product. <i>The cost of specifications in this response must be included in the cost of the base package, and the specifications must be delivered within 1 year of baseline solution installation.</i>
Custom Development	Specification will be met by package software currently under development, in beta test, or not yet released. <i>The cost of specifications in this response must be included in the cost of the base package, and the specifications must be delivered with the baseline solution at installation.</i>
Not Available	Specification cannot be provided either as part of the baseline solution or future enhancement.

Req. ID	1. General System Requirements	Mandatory/ Desired	Current Capability	Future Release	Custom Development	Not Available
1.1	Provide the ability to notify users when an event requires their attention (e.g., approval of inmate action report, grievance appeal).	Mandatory				
1.2	Provide the ability to send warning messages before data integrity is violated or a business rule conflict exists.	Mandatory				
1.3	Allow browser-based access for remote users (law enforcement, district attorney, probation, and others).	Mandatory				
1.4	Support the use of bar code scanning functionality.	Mandatory				
1.5	Support the use of kiosk functionality for inmates to view court information, enter requests, make commissary purchases, or file grievances.	Desired				
1.6	Provide the ability to capture electronic signatures.	Mandatory				
1.7	Provide a one-way interface to FileNet, San Mateo County's document imaging system.	Mandatory				
1.8	Provide the ability to list inmates being housed for other agencies (for example, California Department of Corrections and Rehabilitation [CDCR], U.S. Marshals Service, U.S. Citizenship and Immigration Services [USCIS]).	Mandatory				
1.9	Provide flexible reporting capabilities.	Mandatory				
1.10	Provide reporting capabilities that address state and federal jail reporting requirements.	Mandatory				
1.11	Provide reporting capabilities that replace current reports required by the SMCSO (to be determined).	Mandatory				
1.12	Provide a one-way interface to the SSA for the submission of inmate information.	Mandatory				

Req. ID	1. General System Requirements	Mandatory/ Desired	Current Capability	Future Release	Custom Development	Not Available
1.13	Provide an interface to CJIS, for the receipt and transfer of subject information such as court data, demographics, and booking information. This must be done in real time.	Mandatory				
1.14	Provide the ability to transfer subject demographic information to the DataWorks Plus, LLC, iMUG photo capture system.	Mandatory				
1.15	Provide a two-way interface between the JMS and the SMCSO Live-Scan fingerprint processing system (Identix).	Mandatory				
1.16	Provide the ability to transfer subject information to the Probation Department (ORCS or the department's case management system [CMS]).	Mandatory				

Req. ID	2. Booking Requirements	Mandatory/ Desired	Current Capability	Future Release	Custom Development	Not Available
2.1	Provide the ability to capture booking information, including incident and arrest (e.g., charges), property, and medical screening information.	Mandatory				
2.2	Provide the ability to capture pre-booking data from external sources.	Mandatory				
2.3	Provide the ability to record victim information.	Mandatory				
2.4	Provide the ability to record DNA collection details on all subjects arrested on felony charges, including the date/time of collection, the staff member collecting the sample, and the date a sample is sent to the state crime lab. ¹	Mandatory				
2.5	Automate booking forms that may be completed by the arresting agency or jail staff (e.g., 849(b)(2) release and ROR denial).	Mandatory				
2.6	Provide the ability to record an arresting officer's probable cause declaration.	Mandatory				
2.7	Notify the user if prior or existing in-jail information exists on a subject in order to avoid duplicate, redundant, or separate records for persons active in the system.	Mandatory				
2.8	Provide the ability to record the "book and release" of a subject.	Mandatory				
2.9	Provide the ability to enter booking information on special cases (juveniles sentenced to jail time, civil commitments, and subjects serving out-of-county sentences).	Mandatory				
2.10	Provide the ability to create an SMCSO number, based on positive identification, for inmates new to the jail.	Mandatory				

¹ Pursuant to California law, beginning in 2009, DNA samples must be collected on all persons arrested on felony charges.

Req. ID	2. Booking Requirements	Mandatory/ Desired	Current Capability	Future Release	Custom Development	Not Available
2.11	Create a temporary SMCSO number until a positive identification is acquired and provide a mechanism for changing the temporary number to a permanent identification number.	Mandatory				
2.12	Provide the ability to book a subject that does not provide a name.	Mandatory				
2.13	Notify the user when all booking processes are complete.	Mandatory				
2.14	Assign a unique booking number for each booking based upon sequential processing.	Mandatory				
2.15	Provide the ability to modify, delete, merge, and seal ² bookings.	Mandatory				
2.16	Provide the ability to record and maintain bail information on each subject booked in the jail, including the stacking of bail if the subject is booked on multiple charges.	Mandatory				
2.17	Provide the ability to record bond information, including bonding company information.	Mandatory				
2.18	Provide the ability to maintain a list of approved bonding companies.	Mandatory				
2.19	Provide the ability to record booking information for each arresting agency.	Mandatory				
2.20	Provide the ability to maintain 3-year booking averages for each arresting agency (excluding arrests on warrant only).	Mandatory				
2.21	Provide the ability to create detailed billings for federal, state, and other agencies.	Mandatory				
2.22	Provide the ability to create a list of subjects booked during a given time period.	Mandatory				

² All booking information ordered sealed by the court cannot be viewed by anyone unless granted permission by the court. Three years from the date of the order to seal the records, all associated records of the booking must be destroyed.

Req. ID	2. Booking Requirements	Mandatory/ Desired	Current Capability	Future Release	Custom Development	Not Available
2.23	Provide the ability to record segmented incarceration that requires multiple bookings and releases (e.g., weekend sentences).	Mandatory				
2.24	Provide the ability to automatically create a weekend schedule based on the number of weekends/days ordered to be served.	Mandatory				
2.25	Provide the ability to modify a weekend sentence schedule, ³ including a reason for the modification (i.e., allow users to record excused absences for weekend sentences).	Mandatory				
2.26	Provide the ability to record holds, warrants, and detainers.	Mandatory				
2.27	Provide the ability to record the date and time an offender is received at MCF.	Mandatory				
2.28	Provide the ability to record a search (pat-down or strip), the reason for a strip search, and the results of the search.	Mandatory				
2.29	Provide the ability to record the approval of a strip search.	Mandatory				
2.30	Provide the ability to record the use and approval of restraint devices.	Mandatory				
2.31	Provide the ability to enter alerts (gang, medical, DNA collection, weekender, etc.).	Mandatory				
2.32	Provide the ability to record restraining order information.	Mandatory				
2.33	Provide the ability to record, edit, and review sentence information, including custody, fines, restitution, modifiable sentence, and program recommendation. This ability should be provided via an interface to CJIS as well as manually within the JMS.	Mandatory				

³ A weekend sentence is a term of incarceration ordered to be served on weekends, typically requiring the subject to report Friday evening and be released Sunday evening.

Req. ID	2. Booking Requirements	Mandatory/ Desired	Current Capability	Future Release	Custom Development	Not Available
2.34	Provide the ability to record, review, and edit inmate court hearing information, including bail information. This ability should be provided via an interface to CJIS as well as manually within the JMS.	Mandatory				
2.35	Provide the ability to receive bail and offense code table updates from CJIS.	Mandatory				
2.36	Provide the ability to export custody information to SMCSO's Web site.	Mandatory				

Req. ID	3. Photo Imaging Requirements	Mandatory/ Desired	Current Capability	Future Release	Custom Development	Not Available
3.1	Provide the ability to retrieve photographs and photograph lookup information from DataWorks Plus for use within the JMS.	Mandatory				
3.2	Provide the ability to display a subject's photograph from DataWorks Plus when a subject record is being accessed in the JMS.	Mandatory				
3.3	Provide the ability to search on a text field in DataWorks Plus that provides a description of scars, marks, and tattoos (SMT).	Mandatory				
3.4	Provide the ability to affix a subject's picture to any virtual jail document.	Mandatory				
3.5	Provide the ability to create and manage photo lineups based on multiple criteria.	Mandatory				
3.6	Provide the ability to create picture identification cards for staff, guests, and volunteers, as well as armbands for inmates.	Mandatory				

Req. ID	4. Medical Screening Requirements	Mandatory/ Desired	Current Capability	Future Release	Custom Development	Not Available
4.1	Provide an automated process for medical screening, including the review of medical data entered by the arresting officer and the intake nurse's assessment.	Mandatory				
4.2	Provide the ability to record the need for a wheelchair, prosthetic appendage, or other medically approved devices.	Mandatory				
4.3	Provide the ability to reject the intake of a subject and document the reason.	Mandatory				
4.4	Provide the ability to record an emergency room physician's approval for detention.	Mandatory				

Req. ID	5. ROR Screening Requirements	Mandatory/ Desired	Current Capability	Future Release	Custom Development	Not Available
5.1	Provide the ability to enter details of jail staff contacts or attempted contacts with victims.	Mandatory				
5.2	Provide the ability to print a victim notification letter.	Mandatory				
5.3	Automate the process of a subject release via a promise to appear (PTA).	Mandatory				
5.4	Maintain a list of subjects released on PTA and their respective court date information.	Mandatory				
5.5	Provide the ability to record court date/time reminder telephone calls and letters to subjects released on PTA.	Mandatory				
5.6	Automatically create PTA court date reminder letters.	Mandatory				
5.7	Automate the process of a subject release via California Penal Code, Section 849(b)(2). ⁴	Mandatory				
5.8	Provide the ability to print a release certificate for subjects released pursuant to 849(b)(2).	Mandatory				
5.9	Provide the ability to record, review, and edit current and past addresses.	Mandatory				
5.10	Provide the ability to record, review, and edit current and past employment.	Mandatory				
5.11	Provide the ability to record, review, and edit probation and parole history.	Mandatory				
5.12	Provide the ability to record pending charges information.	Mandatory				
5.13	Provide the ability to record, review, and edit subject family contact information.	Mandatory				

⁴ If a subject is arrested on intoxication charges only, the arresting officer may agree to a release of the subject and the subject shall be issued a certificate reflecting that the arrest is a detention only.

Req. ID	5. ROR Screening Requirements	Mandatory/ Desired	Current Capability	Future Release	Custom Development	Not Available
5.14	Provide the ability to record details of contacts or attempted contacts with outside parties.	Mandatory				
5.15	Maintain a list of out-of-county arraignment dates and times, to be used when releasing a subject on his/her own recognizance for an out-of-county warrant. ⁵	Mandatory				
5.16	Automate the process of a subject release on his/her own recognizance for out-of-county warrants.	Mandatory				
5.17	Provide the ability to record details on telephone citations for out-of-county warrants (i.e., record details of the requesting officer and the court date provided).	Mandatory				
5.18	Automate the drug court screening form.	Mandatory				
5.19	Provide the ability to record information on 1381 requests from an inmate. ⁶	Mandatory				
5.20	Provide the ability to print a 1381 letter to be sent to other counties in California.	Mandatory				

⁵ Staff currently maintains a three-ring binder with preapproved court dates for all California counties. When releasing a subject on his/her own recognizance with an out-of-county warrant, the staff accesses this binder and provides the defendant with a new court date in the warrant-issuing county.

⁶ Pursuant to California Penal Code, Section 1381, an inmate who has been sentenced to a period of incarceration of 90 days or more and who has pending charges in another California county may request to the other county's district attorney that he/she be brought to that county for trial or sentencing.

Req. ID	6. Classification Requirements	Mandatory/ Desired	Current Capability	Future Release	Custom Development	Not Available
6.1	Automate a classification questionnaire.	Mandatory				
6.2	Automate and calculate a risk assessment questionnaire.	Mandatory				
6.3	Provide the ability to record the results of face-to-face classification and gang investigation interviews.	Mandatory				
6.4	Provide for automatic classification of an inmate based on the outcome of the assessments and the inmate's special needs. Allow for the classification to be overridden.	Mandatory				
6.5	Provide the ability to classify inmates as sentenced or un-sentenced based on established criteria.	Mandatory				
6.6	Maintain a history of assessments and classifications.	Mandatory				
6.7	Support cell/housing assignment and changes in assignments in accordance with established procedures, inmate classification, and other factors (e.g., inmate behavior and population).	Mandatory				
6.8	Provide the ability to identify all beds within a facility that meet the inmate's needs (in terms of classification, special handling needs, alerts, etc.) and assign an inmate to a bed.	Mandatory				
6.9	Provide the ability to show the population count of each pod and facility in real time.	Mandatory				
6.10	Provide the ability to record special handling needs of an inmate (e.g., bed requirements).	Mandatory				
6.11	Permit manual reclassification at any time.	Mandatory				

Req. ID	6. Classification Requirements	Mandatory/ Desired	Current Capability	Future Release	Custom Development	Not Available
6.12	Provide the ability to schedule periodic reclassifications of inmates.	Mandatory				
6.13	Provide the ability to notify staff when a classification assessment is due.	Mandatory				
6.14	Provide the ability to enter keep-aways and the type (rival gang, codefendant, witness, etc.).	Mandatory				
6.15	Assist in identifying housing assignments that do not conflict with keep-aways or other alerts.	Mandatory				
6.16	Provide the ability to record a classification appeal filed by an inmate.	Mandatory				
6.17	Provide the ability to associate an inmate to a particular gang, as well as local sets of the gang.	Mandatory				
6.18	Provide the ability to conduct a gang validation assessment.	Mandatory				
6.19	Provide the ability to identify gang affiliations (including local gang set) by pod/dorm location and cell number.	Mandatory				
6.20	Maintain a global list of jobs and characteristics of each inmate worker position.	Mandatory				
6.21	Provide the ability to record and approve/deny an inmate's request to be an inmate worker.	Mandatory				
6.22	Provide the ability to record medical approval for inmate worker positions.	Mandatory				
6.23	Provide the ability to record medical approval for placement at a particular facility (Men's Minimum Security Transitional Facility [MSTF]). Additional facilities are anticipated.	Mandatory				
6.24	Provide the ability to assign an inmate to an inmate worker position.	Mandatory				

Req. ID	6. Classification Requirements	Mandatory/ Desired	Current Capability	Future Release	Custom Development	Not Available
6.25	Maintain a list of approved inmates for inmate worker positions.	Mandatory				
6.26	Provide the ability to enter notes on the initial classification and all subsequent classification reviews.	Mandatory				
6.27	Provide a list of subjects who failed to self-surrender as required.	Mandatory				
6.28	Provide the ability to create a failure to self-surrender letter.	Mandatory				

Req. ID	7. Property Requirements	Mandatory/ Desired	Current Capability	Future Release	Custom Development	Not Available
7.1	Create a list of property received from an inmate at intake and record the inmate's agreement with the list.	Mandatory				
7.2	Provide the ability to make additions to property inventory.	Mandatory				
7.3	Provide the ability to record the location where an inmate's property is stored.	Mandatory				
7.4	Provide bar code functionality for property bags.	Mandatory				
7.5	Provide the ability to print a list of inmates by facility and pod to be used in carrying out the clothing exchange process.	Mandatory				
7.6	Provide the ability to create stock inventory and inmate inventory reports.	Mandatory				
7.7	Automatically update inventories based on inmate release.	Mandatory				
7.8	Provide the ability to create a list of lost and found property items to assist in sending a letter to the subject.	Mandatory				
7.9	Provide the ability to record a history of property that has been disposed of.	Mandatory				
7.10	Provide the ability to print an inmate property receipt to be issued at intake and release.	Mandatory				
7.11	Provide the ability to associate work furlough (WF) inmates with a particular locker .	Mandatory				
7.12	Provide the ability to capture an inmate's clothing and shoe sizes.	Mandatory				
7.13	Provide the ability to release property to a third party and record details from the third party's identification (e.g., driver's license number).	Mandatory				

Req. ID	7. Property Requirements	Mandatory/ Desired	Current Capability	Future Release	Custom Development	Not Available
7.14	Provide the ability to record and approve/deny an inmate's request for release of property or money to a third party.	Mandatory				

Req. ID	8. Housing Requirements	Mandatory/ Desired	Current Capability	Future Release	Custom Development	Not Available
8.1	Provide the ability to assign an inmate to a particular cell/dorm.	Mandatory				
8.2	Maintain a history of the inmate's cell and bed assignment for current and past periods of incarceration.	Mandatory				
8.3	Provide the ability to enter, edit, modify, and delete inmate restrictions.	Mandatory				
8.4	Provide the ability to view current inmate restrictions by name, SO ID number, pod/dorm location, restriction end date for each offense, and/or custody status.	Mandatory				
8.5	Provide the ability to view current inmate alerts by alert type and details, subject name, SO ID number, pod/dorm location, and cell number.	Mandatory				
8.6	Provide the ability to perform a population count at any given time.	Mandatory				
8.7	Provide for entry and tracking of inmate physical movement data (location, date, time) and who escorted the inmate.	Mandatory				
8.8	Provide the ability to use bar code readers (hand wand or stationary) to record movements, dates, and times.	Mandatory				
8.9	Provide the ability to maintain a complete record of all jail events for each inmate.	Mandatory				
8.10	Provide the ability to record information on cell searches, including identifying inmate(s) searched and search results.	Mandatory				
8.11	Provide for real-time entry of jail staff activities, replacing current pod log books.	Mandatory				
8.12	Provide for group notifications and electronic mailings among jail staff.	Mandatory				

Req. ID	8. Housing Requirements	Mandatory/ Desired	Current Capability	Future Release	Custom Development	Not Available
8.13	Provide the ability to record an inmate or staff request for an inmate to be placed on a special diet.	Mandatory				
8.14	Provide the ability to record a special housing request from an inmate or staff member.	Mandatory				
8.15	Provide the ability to record the approval/denial of special diet and special housing requests.	Mandatory				
8.16	Provide the ability to create a list of inmates requiring special diets, including the types of diets. The list must also be able to be created for all inmates and filtered by pod.	Mandatory				
8.17	Provide the ability to record activities of inmates in administrative segregation, including use of the shower, telephone, and television and recreation time.	Mandatory				
8.18	Provide the ability to record welfare checks on inmates in administrative segregation or on suicide watch.	Mandatory				
8.19	Provide the ability to record and approve/deny inmate pass requests.	Mandatory				
8.20	Provide the ability to record an inmate request, including the type of request; some examples of request types include a request for jury clothes, a request to send a message to outside family/friends, and release planning.	Mandatory				
8.21	The JMS should provide the ability for an inmate to submit requests via kiosk functionality, as defined in requirement 8.20.	Desired				
8.22	Provide the ability to review and enter actions taken regarding inmate requests.	Mandatory				
8.23	Provide the ability to record an inmate injury.	Mandatory				

Req. ID	8. Housing Requirements	Mandatory/ Desired	Current Capability	Future Release	Custom Development	Not Available
8.24	Provide the ability to notify appropriate personnel of an inmate injury.	Mandatory				
8.25	Provide the ability to record information on incoming mail for an inmate, including the name and address of the sender.	Mandatory				
8.26	Provide the ability to record information on all outgoing mail from an inmate, including the name and address of the intended recipient.	Mandatory				
8.27	Provide the ability to record the discovery of contraband found in incoming or outgoing mail.	Mandatory				
8.28	Provide the ability to record the names of inmates subscribing to defined periodicals, such as the <i>San Francisco Chronicle</i> and the <i>San Mateo County Times</i> .	Mandatory				
8.29	Provide the ability to record the collection date and results of blood alcohol and urine tests on inmates.	Mandatory				

Req. ID	9. Incident and Discipline Requirements	Mandatory/Desired	Current Capability	Future Release	Custom Development	Not Available
9.1	Provide the ability to add, review, edit, and submit an incident report, including the identification of the severity of the violation.	Mandatory				
9.2	Support the work flow process of an incident report by notifying appropriate personnel that an incident report is ready for their review. Allow for the approval/denial of the details of the report or its recommendation.	Mandatory				
9.3	Support the classification of a violation as minor or major. Maintain a list of major and minor violations and the numbered code associated with each violation.	Mandatory				
9.4	The JMS should provide the ability to notify an inmate about decisions in the disciplinary process via kiosk functionality.	Desired				
9.5	Provide the ability to record an inmate's decision to waive his/her right to a hearing before the Disciplinary Review Board.	Mandatory				
9.6	Provide the ability to record the staff assigned as the Disciplinary Review Board for each incident.	Mandatory				
9.7	Provide the ability to review an inmate's disciplinary history.	Mandatory				
9.8	Support scheduling of disciplinary hearings.	Mandatory				
9.9	Provide the ability to record details of staff and inmate interviews conducted by the Disciplinary Review Board.	Mandatory				
9.10	Provide the ability to record the results of a disciplinary hearing.	Mandatory				

Req. ID	9. Incident and Discipline Requirements	Mandatory/ Desired	Current Capability	Future Release	Custom Development	Not Available
9.11	Provide the ability for an inmate to appeal a decision by the Disciplinary Review Board.	Mandatory				
9.12	Provide the ability to record an appeal decision.	Mandatory				
9.13	Provide the ability to list the incidents of a particular inmate, facility, pod, or cell.	Mandatory				

Req. ID	10. Program Requirements	Mandatory/ Desired	Current Capability	Future Release	Custom Development	Not Available
10.1	Provide the ability to review and approve/deny inmate requests for program participation.	Mandatory				
10.2	Provide the ability to record and track inmates who are sentenced with recommendations for program participation (Alternative Sentencing Bureau or EMP).	Mandatory				
10.3	Provide the ability to notify users that a subject program request requires approval/denial.	Mandatory				
10.4	Provide the ability to author and print letters to inmates denying program participation.	Mandatory				
10.5	Provide the ability to assign inmates to programs.	Mandatory				
10.6	Provide the ability to maintain a waiting list for programs.	Mandatory				
10.7	Automatically update a program waiting list upon change of an inmate's status (e.g., assignment to the program or release).	Mandatory				
10.8	Maintain program and program session characteristics (e.g., facility location, instructor/facilitator, room location and capacity).	Mandatory				
10.9	Provide the ability to record information regarding an inmate's program attendance.	Mandatory				
10.10	Provide the ability to record details of program usage.	Mandatory				
10.11	Maintain program schedules, including facility location, starting time, and ending time.	Mandatory				
10.12	Maintain a list of inmates scheduled to participate in programs.	Mandatory				

Req. ID	10. Program Requirements	Mandatory/ Desired	Current Capability	Future Release	Custom Development	Not Available
10.13	Provide the ability to record an inmate's baseline level prior to entering a program and the corresponding level upon program completion (e.g., an inmate's literacy level before and after program completion).	Mandatory				
10.14	Provide the ability to record progress notes on inmates in programs.	Mandatory				
10.15	Provide the ability to list inmates with modifiable sentences.	Mandatory				
10.16	Provide the ability to list inmates whose sentences are modifiable and eligible for the reentry program.	Mandatory				
10.17	Provide the ability to record an inmate's outside employer (SWP, WF, EMP) details.	Mandatory				
10.18	Provide the ability to record daily work attendance of all subjects participating in SWP.	Mandatory				
10.19	Provide the ability to list the subjects assigned to a particular employer (SWP and WF).	Mandatory				
10.20	Provide the ability to set subjects' work schedules (SWP and WF).	Mandatory				
10.21	Provide the ability to list subjects' work schedules on any given day (SWP and WF).	Mandatory				
10.22	Provide the ability to record absentees from an employer site (SWP).	Mandatory				
10.23	Maintain a field visit calendar for subjects in EMP, WF, and SWP.	Mandatory				
10.24	Provide the ability to record field visit notes on subjects in EMP, WF, and SWP.	Mandatory				
10.25	Provide the ability to record chronological notes on subjects in programs.	Mandatory				

Req. ID	10. Program Requirements	Mandatory/ Desired	Current Capability	Future Release	Custom Development	Not Available
10.26	Provide the ability to author letters regarding program noncompliance, program completion, or the cancellation/termination of an inmate's participation in the program.	Mandatory				
10.27	Provide the ability to record inmate appeals of a program denial decision.	Mandatory				
10.28	Provide the ability to record program violations.	Mandatory				
10.29	Provide the ability to record decisions on program violations, including the transfer of inmates from program participation to jail custody. ⁷	Mandatory				
10.30	Provide the ability to record subject requests for waiving program fees.	Mandatory				

⁷ Inmates who do not comply with certain programs can be kicked out of the programs and “rolled up” or taken into custody, whereupon they will serve the remainder of their sentence as an inmate at MCF or WCC.

Req. ID	11. Visitation Requirements	Mandatory/ Desired	Current Capability	Future Release	Custom Development	Not Available
11.1	Provide the ability to record all visits made to an inmate, including visitor name, date/time, and location.	Mandatory				
11.2	Provide the ability to record special rules regarding inmate visits (e.g., no children, no contact).	Mandatory				
11.3	Provide the ability to deny visitation based on existing disciplinary action/restriction and allow for manual override of the restriction.	Mandatory				
11.4	Provide the ability to determine whether a requested visitor is a codefendant or victim of the inmate.	Mandatory				
11.5	Provide the ability to record visits made by probation officers and attorneys.	Mandatory				
11.6	Provide the ability to note that an individual is restricted from visiting a specific inmate or visiting any inmate in the jail.	Mandatory				
11.7	Provide the ability to maintain a history of unapproved visitors for each inmate.	Mandatory				
11.8	Provide the ability to schedule visits.	Mandatory				
11.9	The JMS should allow for visiting schedule requests to be made through the use of a kiosk.	Desired				
11.10	Provide the ability to record walk-in visit requests as well as scheduled visits.	Mandatory				
11.11	Provide the ability to notify staff of any restraining orders currently stored for an inmate (restraining orders will be scanned and stored in the system).	Mandatory				

Req. ID	11. Visitation Requirements	Mandatory/ Desired	Current Capability	Future Release	Custom Development	Not Available
11.12	Provide the ability for staff to review and print visitation schedules for a facility, pod, or inmate.	Mandatory				
11.13	Provide the ability to identify a visitor's SO ID number (if previously in custody) and associate the SO ID number to the offender and the visit record.	Mandatory				

Req. ID	12. Grievance Requirements	Mandatory/ Desired	Current Capability	Future Release	Custom Development	Not Available
12.1	Provide the ability to record a grievance received from an inmate.	Mandatory				
12.2	Provide the ability to record an appeal of a grievance decision by an inmate.	Mandatory				
12.3	The JMS should support the use of a kiosk for grievances (filing, receiving updates on jail staff action).	Desired				
12.4	Support an approval process for reviews and responses to inmate grievances.	Mandatory				
12.5	Provide the ability to notify staff that a grievance requires their review and approval.	Mandatory				
12.6	Provide the ability to record the investigation and decision regarding all accepted complaints received by inmates.	Mandatory				
12.7	Provide the ability to record and respond to an inmate's appeal of a grievance decision.	Mandatory				
12.8	Provide the ability to list details of grievances filed by specific inmates, pods, and facilities, including the type of grievance.	Mandatory				
12.9	Provide the ability to list grievances filed on particular staff members, including the types of grievances.	Mandatory				

Req. ID	13. Scheduling and Transportation Requirements	Mandatory/ Desired	Current Capability	Future Release	Custom Development	Not Available
13.1	Provide the ability to schedule inmate appointments and notify users of schedule conflicts.	Mandatory				
13.2	Provide the ability to schedule periodic or as-needed meetings with inmates.	Mandatory				
13.3	Provide the ability to resolve conflicting appointments for an inmate, based on an established prioritization scheme. Allow for manual overrides.	Mandatory				
13.4	Provide the ability to maintain and create a master inmate daily schedule, including alerts and restriction information (e.g., keep-away information).	Mandatory				
13.5	Provide the ability to create an inmate's daily schedule.	Mandatory				
13.6	Provide the ability to create a pod's or facility's daily and weekly schedule.	Mandatory				
13.7	Provide the capability to list court information for each inmate, pod, and facility.	Mandatory				
13.8	Permit scheduling and recording of arraignments.	Mandatory				
13.9	Provide the ability to create a list of inmates who did not go to court as scheduled, with the reason for their nonappearance.	Mandatory				
13.10	Provide the ability to add scheduled court appearances to inmate and transport schedules.	Mandatory				

Req. ID	13. Scheduling and Transportation Requirements	Mandatory/ Desired	Current Capability	Future Release	Custom Development	Not Available
13.11	Provide the ability to maintain a record of inmate-related court proceedings, including the time, date, place, type of proceeding, and results.	Mandatory				
13.12	Provide the ability to schedule and record the transportation of inmates.	Mandatory				
13.13	Provide the ability to record all transfers to/from MCF, including those inmates being picked up by CDCR staff.	Mandatory				
13.14	Provide the ability to schedule inmates for transfer to San Quentin State Prison by SMCSO transportation deputies.	Mandatory				
13.15	Provide the ability to record transportation information about juveniles being housed at the juvenile detention center and transported to the courthouse for adult court appearances.	Mandatory				
13.16	Provide the ability to record inmates who are being extradited to/from San Mateo.	Mandatory				
13.17	Provide the ability to record chronological notes on extradition cases within/ outside San Mateo.	Mandatory				

Req. ID	14. Release Requirements	Mandatory/ Desired	Current Capability	Future Release	Custom Development	Not Available
14.1	Support appropriate release process business rules to ensure compliance with laws, regulations, and internal policies and procedures.	Mandatory				
14.2	Provide the ability to create an inmate's release paperwork.	Mandatory				
14.3	Record the death of an inmate and initiate notification, account disbursement and closure, and other necessary processes.	Mandatory				
14.4	Provide the ability to schedule releases.	Mandatory				
14.5	Provide the ability to add, modify, and delete a final release.	Mandatory				
14.6	Provide the ability to create a list of inmates to be released, or released, in a given time period.	Mandatory				
14.7	Provide the ability to record a subject's signature electronically.	Mandatory				
14.8	Support various release types, such as PTA, 849(b)(2), out-of-county warrant citation, ROR, bail, bond, transfer to CDCR, transfer to the agency, extradition, and release of probation or parole hold.	Mandatory				
14.9	Provide the ability to capture the name and badge number of the officer picking up an inmate for transfer to another agency.	Mandatory				
14.10	Provide data or biometrics to aid in the positive identification of inmates prior to their release.	Mandatory				

Req. ID	14. Release Requirements	Mandatory/ Desired	Current Capability	Future Release	Custom Development	Not Available
14.11	Support the use of bar code functionality in the release process.	Mandatory				
14.12	Provide the ability to record the date and time deadline for outside agency pickup of an inmate. ⁸	Mandatory				
14.13	Provide the ability to record the details of a pass release and return, including date/time of release and return.	Mandatory				

⁸ For those inmates being released to another agency on an out-of-county warrant, staff will notify the other county of a deadline for the inmate to be picked up for transport. For all misdemeanor warrants and felonies wherein the warrant-issuing county is less than 400 miles from San Mateo, the deadline is 5 days from the time notice is given. For all felonies wherein the warrant-issuing county is 400 miles or more from San Mateo, the deadline is 7 days.

Req. ID	15. Inmate Financials Requirements	Mandatory/ Desired	Current Capability	Future Release	Custom Development	Not Available
15.1	Follow generally accepted accounting principles.	Mandatory				
15.2	Provide the ability to record inmate account transactions (with automatic date and time stamp), including debits, deposits, credits, refunds, bails, co-payments, and account closures.	Mandatory				
15.3	Provide the ability to display inmate bank account transaction history by name or number.	Mandatory				
15.4	Provide the ability to record inmate co-payments.	Mandatory				
15.5	Provide the ability to record commissary orders.	Mandatory				
15.6	Provide the ability to record commissary purchases.	Mandatory				
15.7	Provide the ability to record welfare commissary purchases.	Mandatory				
15.8	Provide the ability to record indigent requests for over-the-counter medication.	Mandatory				
15.9	Provide the ability to restrict commissary orders/purchases and allow for the manual override of the restriction (i.e., deny commissary orders for inmates who have lost commissary privileges).	Mandatory				
15.10	Provide inmate account balance in real time.	Mandatory				
15.11	The JMS should provide the ability for an inmate to review debits/deposits to his/her account via kiosk functionality.	Desired				
15.12	Provide the ability to record details of persons depositing money in an inmate account.	Mandatory				
15.13	Provide the ability to maintain an inventory of commissary items and their costs.	Mandatory				

Req. ID	15. Inmate Financials Requirements	Mandatory/ Desired	Current Capability	Future Release	Custom Development	Not Available
15.14	Support digital signatures for the release of money to the inmate or an approved third party.	Mandatory				
15.15	Provide the ability to correct inmate bank account transaction errors.	Mandatory				
15.16	Provide the ability to print inmate bank account disbursement checks automatically.	Mandatory				
15.17	Provide the ability to establish a payment schedule for programs (SWP, EMP, WF).	Mandatory				
15.18	Provide the ability to record payments made for programs (SWP, EMP, WF).	Mandatory				
15.19	Provide the ability to notify users of missed payments for programs (SWP, EMP, WF).	Mandatory				
15.20	Provide the ability to print a receipt when accepting payment for bail, deposits/debits to an inmate trust account, programs (SWP, EMP, WF), etc.	Mandatory				
15.21	Support audits and procedures used for balancing the cash drawer.	Mandatory				
15.22	Provide the ability to record bail payments.	Mandatory				
15.23	Provide the ability to record details about the person posting bail.	Mandatory				
15.24	Provide the ability to record bond postings and the name of the bonding company.	Mandatory				
15.25	Provide the ability to record bail information for each inmate booked into jail.	Mandatory				
15.26	Provide the ability to calculate a total bail amount for multiple charges.	Mandatory				
15.27	Provide the ability to print a bail/bond receipt.	Mandatory				

Req. ID	15. Inmate Financials Requirements	Mandatory/ Desired	Current Capability	Future Release	Custom Development	Not Available
15.28	Provide the ability to notify release personnel that bail/bond has been posted.	Mandatory				
15.29	Provide the ability to generate a check for inmate account balances to accompany them on transfer to another facility.	Desired				

Req. ID	16. Sentence Calculation Requirements	Mandatory/ Desired	Current Capability	Future Release	Custom Development	Not Available
16.1	Allow for recording of all judgment and sentence-related data received from the court.	Mandatory				
16.2	Provide the ability to calculate an inmate's release date, including multiple release dates, concurrent and consecutive sentences, and the incorporation of good-time-earning business rules.	Mandatory				
16.3	Provide the ability to automatically recalculate release date(s) based on varying events, such as program completion, disciplinary action, and amended sentence. Provide for manual override.	Mandatory				
16.4	Provide the ability to add, modify, delete, merge, and seal subjects.	Mandatory				
16.5	Provide the ability to add, modify, delete, merge, and seal charges.	Mandatory				
16.6	Provide the ability to maintain multiple inmate sentence(s) and related conditions.	Mandatory				
16.7	Provide the ability to apply multiple sentence calculation rules based on when the offense(s) occurred.	Mandatory				
16.8	Provide the ability to print a calculation sheet specifying an inmate's release date and summarizing his/her sentences, good-time-earning rate, program completions, and other events affecting sentence calculation.	Mandatory				

Req. ID	17. Records Requirements	Mandatory/ Desired	Current Capability	Future Release	Custom Development	Not Available
17.1	Provide the ability to capture digitized images, including images of all incoming inmate paperwork, and transfer them to FileNet for permanent storage.	Mandatory				
17.2	Index all records and maintain the current status and location of original jail documents.	Mandatory				
17.3	Provide the ability to manage records archiving and disposal.	Mandatory				
17.4	Allow for authorized users to alter or delete information to correct file information.	Mandatory				
17.5	Provide the ability to control access and distribution of inmate information in accordance with all applicable laws and regulations.	Mandatory				
17.6	Provide an audit trail that identifies who has amended or updated a subject record.	Mandatory				

B. Functional Response Part II

Also, each solution provider must give detailed explanations for the responses to the previous functional requirements tables. Each solution provider is to supply detailed explanations for responses to each Requirement ID, according to the format outlined in the table below.

Req. ID	Explanation
Current Capability	
List <i>each</i> Requirement ID in the same order as shown in the requirements tables in this appendix.	For each Requirement ID listed, solution providers must supply a <i>detailed explanation</i> of how the specification is met.
Future Release	
List <i>each</i> Requirement ID in the same order as shown in the requirements tables in this appendix.	For each Requirement ID listed, solution providers must supply a <i>detailed explanation</i> of when and how the specification will be met within 1 year of installation.
Custom Development	
List <i>each</i> Requirement ID in the same order as shown in the requirements tables in this appendix.	For each Requirement ID listed, solution providers must give a <i>detailed explanation</i> of how the specification will be customized, implemented, and maintained. Solution providers may also note whether the associated custom development will be provided as part of the base package without additional cost. <i>NOTE:</i> If there is an associated cost for the custom development, it must be included in the Cost Forms: (APPENDIX H).
Not Available	
List <i>each</i> Requirement ID in the same order as shown in the requirements tables in this appendix.	For each Requirement ID listed, solution providers must give a <i>detailed explanation</i> of why they chose not to provide the specification.

Appendix C – Technical Requirements Questionnaire

Appendix C – Technical Requirements Questionnaire

Question ID	Question/Response
Software Architecture	
SA-1	Please describe the application architecture(s). Also, indicate whether the application is client/server and/or n-tiered.
SA-2	Is the user interface browser-based? If yes, please indicate which portions are browser-based (e.g., public access) and for which browser, if any, the user interface is optimized.
SA-3	Please describe your development methodology, tools (please indicate versions), and languages.
SA-4	Please describe the application's print requirements.
SA-5	Where does the application code reside? Describe the application's presentation, business logic, and data layer. Provide an architectural hardware/software drawing.
SA- 6	Please describe the application security architecture. Please include password management, encryption, database connectivity, and security in your response.
SA- 7	How many concurrent users can the proposed solution accommodate?
SA-8	Is the application scalable? Please describe.
SA-9	Does the system require additional software to operate correctly? Please describe the functionality that the software serves and the version(s) supported.

Question ID	Question/Response
SA-10	Please list all software and versions required to run the application.
SA-11	Please describe the management and configuration of reports and form templates used for document generation.
Hardware Architecture	
HA-1	Please describe the ideal hardware architecture and configuration for your proposed solution.
HA -2	Please list the specific hardware components necessary to implement the proposed solution. Please include the make and model of the hardware components and the recommended configuration (processors, speed, memory).
Communications	
Communications-1	Please describe which communication protocols are required.
Communications-2	Please describe the method used to communicate to the database server (e.g., Open Database Connectivity [ODBC], Native Application Programming Interface [API]).
Database	
Database-1	Please describe the database solution proposed for this project. Further, explain why that solution will best meet the needs of the SMCSO.
Database-2	Please indicate the make and version of the RDBMS you are proposing. Further, indicate the recommended hardware configuration for the RDBMS (processors, cache speed, memory, Redundant Array of Independent Disks [RAID] configuration[s]).
Database- 3	Please describe any requirements to operate your proposed database solution.

Question ID	Question/Response
Database-4	Can database backups be performed online without DBMS downtime?
Database-5	Please describe your solution's use, if any, of the RDBMS stored procedures, triggers, referential integrity, and database transactions.
Database-6	Please describe how the application tier connects to the RDBMS to ensure secure access to the database data.
Database-7	Please describe how the data stored within the RDBMS is secured.
Database-8	Please describe how your application supports database concurrency.
Database-9	Please describe how your solution supports database replication.
Database-10	Please describe your strategy/timing for supporting any upcoming releases of your preferred RDBMS solution.
Network Operating System	
NOS-1	What network operating systems (NOSs) are supported?
NOS-2	Does the proposed solution have NOS requirements?
Desktop	
Desktop-1	What is the recommended desktop to support the application?

Question ID	Question/Response
Desktop-2	If the solution utilizes a Web browser, please indicate the type and version of supported browsers.
Desktop-3	Does the application require any software or registry entries on the desktop? If yes, please describe.
Network	
Network-1	Does your application support Dynamic Host Configuration Protocol (DHCP)?
Network-2	Please describe the firewall configurations necessary for operations. Please include any additional configuration and port requirements for a public access component.
Network-3	Please project the minimum, maximum, and average bandwidth between server and client for the following scenarios: application start-up, standard inquiry, and image display.
Storage/Backup/Recovery	
Storage-1	Please describe the optimum storage solution for your product and for the SMCSO.
Storage-2	Please list the recommended hardware and specifications necessary to implement the proposed solution.
Storage-3	Please describe the preferred enterprise backup and recovery solution.

Question ID	Question/Response
<i>Response Time/Audit Capability</i>	
Response Time-1	What is the longest response time for processing a transaction within the application? What is the time measurement from the time the enter key is pressed until the screen is presented for viewing?
Audit Capability-1	Please describe the auditing capabilities within your system.

Appendix D – Technical Requirements

Appendix D – Technical Requirements

A. Technical Response Part I

This section provides a comprehensive and written description of the solution provider's approach to all technical specifications. Solution providers must first respond directly to each specification entry by placing an "X" in the applicable column in each row. Descriptions of each column heading are as follows:

Response Column	Definition
Mandatory/Desired	Each technical requirement has been categorized as a mandatory requirement or a desired requirement. Mandatory requirements are necessary to replace CJIS, other databases, and/or paper forms. Desired requirements describe attributes of the JMS that the County would like to have but are not mandatory. <i>The costs of mandatory requirements are to be included in the costs of the base package. Any costs (software or hardware) associated directly or indirectly to a desired requirement are to be provided separately from the costs of the overall JMS solution.</i>
Current Capability	Specification will be met by the proposed future solution that is installed and operational in other agencies and can be performed by the JMS. <i>The cost of specifications in this response must be included in the cost of the base package, and the specifications must be delivered with the baseline solution at installation.</i>
Future Release	Specification will be met by a future release of the product. <i>The cost of specifications in this response must be included in the cost of the base package, and the specifications must be delivered within 1 year of baseline solution installation.</i>
Custom Development	Specification will be met by package software currently under development, in beta test, or not yet released. <i>The cost of specifications in this response must be included in the cost of the base package, and the specifications must be delivered with the baseline solution at installation.</i>
Not Available	Specification cannot be provided either as part of the baseline solution or future enhancement.

Req. ID	18. Infrastructure Requirements	Mandatory/Desired	Current Capability	Future Release	Custom Development	Not Available
18.1	The SMCSO network is TCP/IP-based. The JMS must comply with IP networking standards and provide network services to any TCP/IP-based client or requesting service.	Mandatory				
18.2	The system must operate within the established network firewall architecture and comply with network standards.	Mandatory				
18.3	The JMS, related software, and supporting hardware must be available for use 24 hours per day, 7 days per week.	Mandatory				
18.4	The system must provide 99.5 percent availability of servers and the network for all environments to ensure a continuous operating environment.	Mandatory				
18.5	JMS server configuration design should provide geographic redundancy and comply with business continuity planning.	Desired				
18.6	JMS storage systems must include sufficient redundancy to ensure the continued availability of data after the failure of any single component or interface in the system.	Mandatory				
18.7	The JMS server must be located on SMCSO's network and accessible from LawNet.	Mandatory				
18.8	The JMS must allow for the addition or removal of components with minimal impact to users.	Mandatory				
18.9	The JMS, related software, and supporting hardware must be scalable to handle additional users, increased processing requirements, and increased data or index requirements.	Mandatory				

Req. ID	18. Infrastructure Requirements	Mandatory/ Desired	Current Capability	Future Release	Custom Development	Not Available
18.10	JMS workstations must use the Microsoft (MS) Windows XP SP2 operating system and will not store data locally.	Mandatory				
18.11	JMS Web servers, application servers, and database servers must use MS Windows Server 2003 or later.	Mandatory				
18.12	The JMS must integrate with the MS Active Directory network operating system and the county's network administration tools.	Mandatory				
18.13	JMS hardware should be Intel-based architecture. In addition, SMCSO seeks to virtualize the Windows server environment with VMware.	Desired				
18.14	The JMS should have the capability to deliver service to multiple types of devices (e.g., handhelds, Citrix-based solutions, wireless devices such as mobile data terminals and Web service solutions) if desirable, although no specific requirements for non-PC devices are currently identified.	Desired				
18.15	The JMS should have the ability to provide remote browser access.	Desired				
18.16	The JMS should support remote input/output devices, such as kiosks for inmates to enter and receive data, and electronic signature capture devices.	Desired				
18.17	The JMS application solution provider must use VPN to remotely access the application for support purposes.	Mandatory				

Req. ID	18. Infrastructure Requirements	Mandatory/ Desired	Current Capability	Future Release	Custom Development	Not Available
18.18	The JMS must be on a Windows Server 2003 platform or Sun Microsystems, Inc.'s Solaris using MySQL (the county prefers Windows Server 2003 or later).	Mandatory				

Req. ID	19. Application Requirements	Mandatory/ Desired	Current Capability	Future Release	Custom Development	Not Available
19.1	All proposed systems must be based on either client/server or n-tier architectures.	Mandatory				
19.2	N-tier architecture solutions should be based on MS .NET (1) or J2EE (2).	Desired				
19.3	Web-based application architectures must be optimized to support MS Internet Explorer.	Mandatory				
19.4	The JMS application should have a Web-based client interface.	Desired				
19.5	The JMS application on the server must run as a service using a dedicated service account. The application must not run under the system account. The application must not run in a disk operating system (DOS) window or under a user account left logged into the server.	Mandatory				
19.6	The JMS application must integrate with MS Active Directory.	Mandatory				
19.7	The JMS application must be able to stop and start on its own when the server is booted or shut down gracefully.	Mandatory				
19.8	When the server recovers from a sudden stop, the JMS application must be able to recover itself without manual intervention.	Mandatory				
19.9	The JMS application must write error messages to the application log file and not directly to the console. Error messages must be in plain English and meaningful. The messages must not be cryptic code that only the solution provider understands.	Mandatory				

Req. ID	19. Application Requirements	Mandatory/ Desired	Current Capability	Future Release	Custom Development	Not Available
19.10	The JMS application must permit the addition or removal of jail facilities from the application and the expansion of any jail facility.	Mandatory				
19.11	The application must minimize keyed input and must not require double entry.	Mandatory				
19.12	The application must perform duplicate edit checks based on established business rules that are maintained.	Mandatory				

Req. ID	20. Database Requirements	Mandatory/ Desired	Current Capability	Future Release	Custom Development	Not Available
20.1	The JMS must be compatible with the SMCSO database standard, which is MS SQL Server 2005 or later.	Mandatory				
20.2	DBMS interfaces must support SQL and should be accessible through Open Database Connectivity (ODBC), ActiveX Data Objects.NET (ADO.NET), OLEDB, and SQL Server 2005 (or later) Native Client.	Mandatory				
20.3	No usernames or passwords will be in the database.	Mandatory				
20.4	All proposed database solutions must enforce referential integrity.	Mandatory				
20.5	The DBMS should be a version supported by the solution provider and no earlier than two versions prior to the solution provider's current version.	Desired				

Req. ID	21. Security Requirements	Mandatory/ Desired	Current Capability	Future Release	Custom Development	Not Available
21.1	The JMS must support Secure Sockets Layer (SSL) protocol and password protection.	Mandatory				
21.2	JMS user authentication should be provided through MS Active Directory implemented through SMCSO.	Desired				
21.3	JMS common user provisioning and support should be handled through the Active Directory for all JMS services.	Desired				
21.4	The JMS must provide the ability to accept authorized user information from certified partner Lightweight Directory Access Protocol (LDAP) repositories.	Mandatory				
21.5	The JMS must provide the ability to add, modify, and delete personnel authorizations.	Mandatory				
21.6	The JMS must provide the ability to control access at the data element level for users and groups.	Mandatory				
21.7	The JMS must provide the ability to produce summary reports of the agency roster and access rights.	Mandatory				
21.8	The JMS must provide the capability to assign security roles to users and groups.	Mandatory				
21.9	The JMS must provide the ability to log all transactions for audit purposes, including date/time stamp, prior data state, user, and reason codes.	Mandatory				

Req. ID	22. Publication Requirements	Mandatory/ Desired	Current Capability	Future Release	Custom Development	Not Available
22.1	The JMS should allow individuals, roles, or defined groups to request and receive specific information as it becomes available or as events occur.	Desired				
22.2	The JMS must provide automatic distribution of information to individuals, roles, or defined groups based on established rule sets.	Mandatory				
22.3	The JMS should provide the ability to request notification if there is any system update involving a particular individual.	Desired				
22.4	The JMS system architecture must allow for Web-based access to redundant records (data and images) for the purposes of non-jail (public and justice partner) access.	Mandatory				
22.5	The JMS must provide the ability to request notification if there is any system update (e.g., arrest) involving a particular individual or piece of property.	Mandatory				
22.6	The JMS must provide the ability to request notification if a query is received on a particular individual.	Mandatory				
22.7	The JMS must provide a complex multilayered query capability by which queries can be combined and nested to provide a rich querying environment. In addition, the query capability will include a text-based search engine and at least one Soundex-type option.	Mandatory				
22.8	The JMS must provide the ability to display, update, and manage static information, such as manuals, study guides, codified laws, Web site links, and contact information.	Mandatory				

Req. ID	22. Publication Requirements	Mandatory/ Desired	Current Capability	Future Release	Custom Development	Not Available
22.9	The JMS must provide master index capabilities, employing a database-indexing infrastructure that will optimize information searches while maintaining peak system performance.	Mandatory				

Req. ID	23. Integration Requirements	Mandatory/ Desired	Current Capability	Future Release	Custom Development	Not Available
23.1	The JMS must provide the ability to move information in a structured XML format. Specifically, the JMS must support the import and export of data according to the state data dictionary, which is based on the Global Justice XML Data Model (GJXDM). The integration model should also support the development of Web services against the JMS.	Mandatory				
23.2	The JMS must support interfaces to federal, state, and local applications. It must support real-time data transfer, as well as batch mechanisms for data transfer, including file transfer protocol (FTP).	Mandatory				
23.3	The JMS should be implemented using standard messaging protocols that are sufficiently documented so that the interfaces can be used by future applications.	Desired				
23.4	The JMS must integrate with the existing CJIS.	Mandatory				
23.5	The JMS must have the ability to integrate with the jail's Live-Scan fingerprint system (Identix).	Mandatory				
23.6	The JMS must have the ability to integrate with the jail's mug shot photo system (Dataworks Plus iMUG).	Mandatory				
23.7	The JMS must be able to search historical CJIS offender information, which will be indexed in CJIS.	Mandatory				

Req. ID	24. Data Conversion Requirements	Mandatory/ Desired	Current Capability	Future Release	Custom Development	Not Available
24.1	The JMS must be capable of accepting all active subject information from CJIS at the time the JMS goes live.	Mandatory				
24.2	The JMS must be capable of accepting all active subject information from SWP.NET, ORCS, and COMICS at the time those databases are replaced by the JMS.	Mandatory				
24.3	The JMS must accept all converted data from the Reentry Program/Modifiable Sentences database. This is a small database.	Mandatory				
24.4	The JMS must accept all converted data from the Extradition database. This is a small database.	Mandatory				
24.5	The JMS must accept all converted data from the Work Furlough/Electronic Monitoring database. This is a small database.	Mandatory				
24.6	The JMS must accept all converted data from the DNA database. This is a small database.	Mandatory				
24.7	The JMS must accept all converted data from the Grievance database. This is a small database.	Mandatory				
24.8	The JMS must accept all converted data from the Disciplinary Action database. This is a small database.	Mandatory				

Req. ID	25. Reporting Requirements	Mandatory/ Desired	Current Capability	Future Release	Custom Development	Not Available
25.1	The JMS should support ad hoc reporting through MS Excel and MS Access. The reporting model should also support MS SQL Server 2008 reporting services as well as Crystal Reports.	Desired				
25.2	The JMS must require that all security roles and rights established for general system access will be enforced for all reporting activities.	Mandatory				
25.3	The JMS should provide ad hoc reporting capabilities that are available for every element within the database.	Desired				

Req. ID	26. Document Management and Office Automation Requirements	Mandatory/ Desired	Current Capability	Future Release	Custom Development	Not Available
26.1	JMS document images must be stored as PDF or TIFF files in a standard SQL database to allow for the storage of images on the SMCSO FileNet document imaging system.	Mandatory				
26.2	JMS integration with office automation products must support the MS Office suite of office automation products and services.	Mandatory				
26.3	The JMS must support the sending of e-mails using SMTP.	Mandatory				

Req. ID	27. Strategic and Tactical Analysis Requirements	Mandatory/ Desired	Current Capability	Future Release	Custom Development	Not Available
27.1	The JMS must have the ability to provide summary data capabilities to specifically authorized users in order to extract information from defined query sets for external analysis. It is expected that this capability will initially involve gathering and presenting such information in predefined reports but will increase to include an access capability for various analysis needs.	Mandatory				
27.2	The JMS should provide the ability to collect and provide statistical information about the performance, capacity, and accuracy of the data itself and the management operations of the JMS.	Desired				

Req. ID	28. Management Requirements	Mandatory/ Desired	Current Capability	Future Release	Custom Development	Not Available
28.1	The JMS should audit all activities, including access, management, security changes, requests, and responses, on an individual service definition level. Services offered through the JMS should have a defined auditing requirement that will be managed through this mechanism.	Desired				
28.2	The JMS infrastructure must meet SMCSO standards for performance, security, monitoring, and support. The environment must be compatible with mainstream hardware and operating system monitoring solutions.	Mandatory				
28.3	The JMS should be compatible with business process and application monitoring solutions. Every component must comply with environment standards and the defined configuration management processes.	Desired				
28.4	The JMS must provide detailed Business Process Execution Language (BPEL) -style process management.	Mandatory				
28.5	The JMS must have robust outage and disaster recovery capabilities. These capabilities include the ability to recover in-process data through complex process recovery capabilities.	Mandatory				
28.6	The JMS must provide distributed system administration capabilities and remote user management capabilities.	Mandatory				
28.7	The JMS should minimize any requirement to permanently store information. Any transitory data stored must be clearly identified and manageable.	Desired				
28.8	The JMS must be configured so that every significant component of the environment is clearly defined with easy-to-use diagnostic capabilities.	Mandatory				

B. Technical Response Part II

Each solution provider must give detailed explanations for their responses to the technical requirements tables. Solution providers are to give detailed explanations for their responses to each Requirement ID, according to the format outlined in the table below.

Req. ID	Explanation
Current Capability	
List <i>each</i> Requirement ID in the same order as shown in the requirements tables in this appendix.	For each Requirement ID listed, solution providers must supply a <i>detailed explanation</i> of how the specification is met.
Future Release	
List <i>each</i> Requirement ID in the same order as shown in the requirements tables in this appendix.	For each Requirement ID listed, solution providers must supply a <i>detailed explanation</i> of when and how the specification will be met within 1 year of installation.
Custom Development	
List <i>each</i> Requirement ID in the same order as shown in the requirements tables in this appendix.	For each Requirement ID listed, solution providers must give a <i>detailed explanation</i> of how the specification will be customized, implemented, and maintained. Solution providers may also note whether the associated custom development will be provided as part of the base package without additional cost. <i>NOTE:</i> If there is an associated cost for the custom development, it must be included in the Cost Forms: (APPENDIX H).
Not Available	
List <i>each</i> Requirement ID in the same order as shown in the requirements tables in this appendix.	For each Requirement ID listed, solution providers must give a <i>detailed explanation</i> of why they chose not to provide the specification.

Appendix E – Solution Provider Reference Form

Appendix E – Solution Provider Reference Form

References						
1.	Name of Client Agency					
	Application Name				Year Contracted	
	Client Address					
	Client City		State		ZIP Code	
	Client Contact				Title	
	Contact Telephone		Contact Fax			
	Contact E-Mail					
	Number of Years Contracted					
	Application Modules/ Functions Operational					
	Number of Facilities and Jail Beds in Each					
	Total Contract Value					
	Number of Users					
	2.	Name of Client Agency				
Application Name					Year Contracted	
Client Address						
Client City			State		ZIP Code	
Client Contact					Title	
Contact Telephone			Contact Fax			
Contact E-Mail						
Number of Years Contracted						
Application Modules/ Functions Operational						
Number of Facilities and Jail Beds in Each						
Total Contract Value						
Number of Users						
3.		Name of Client Agency				
	Application Name				Year Contracted	
	Client Address					
	Client City		State		ZIP Code	
	Client Contact				Title	
	Contact Telephone		Contact Fax			
	Contact E-Mail					
	Number of Years Contracted					

References		
	Application Modules/ Functions Operational	
	Number of Facilities and Jail Beds in Each	
	Total Contract Value	
	Number of Users	

Appendix F – Solution Provider Strength and Stability Form

Appendix F – Solution Provider Strength and Stability Form

No.	Information Requested
Overview	
1	Company name.
2	Address.
3	Telephone number.
4	Contact person.
5	E-mail address.
6	Parent company or corporate headquarters.
7	Address.
8	Telephone number.
9	Contact person.
10	Telephone number.
11	E-mail address.
12	Information about any local branch offices or support centers that might serve an account in the western United States. Include number of employees and type(s) of services provided.
13	Name, address, and telephone number of each principal.
14	Year company established and any former names.
15	Number of years the company has been in the software business.
16	Type of company (public or private).
17	Financial statements and annual reports for the past 3 years.
18	Amount/percentage of sales reinvested into research and development.
19	State in which company is incorporated and type of incorporation.
20	Has the company developing and supporting the JMS changed in the last 5 years? If so, what company formerly developed and supported the JMS?
Personnel	
20	How many employees does the company currently have?
21	How many employees provide customer support?
22	How many employees provide customer technical support?
23	How many employees perform research and development?
24	How many employees perform project management?
25	How many employees perform project implementation and rollout?

No.	Information Requested
26	What is the total person years of experience for solution provider company's employees (e.g., five support people with 3 years each = 15 person years)?
27	How many employees will be dedicated to this client?
Customer Support	
28	Are there user groups in place for the solution provider's proposed hardware/software?
29	Does the solution provider have toll-free telephone support?
30	What are the hours of support (e.g., 9 a.m. to 5 p.m., Pacific time; 24/7)?
31	How is after-hours support provided?
32	How are support calls classified and prioritized?
33	How are support calls escalated in an emergency?
34	What is the average response time to calls?
35	What is the average service call resolution time?
36	Will the SMCSO have direct access to dedicated support personnel to solve a particular issue?
37	Does the solution provider have online access to general information and troubleshooting tools (e.g., searchable knowledge base, FAQs, training materials, manuals)?
38	What is the duration of the warranty?
39	When does the warranty begin?
40	What is included in the software warranty?
41	What are the specifics for items typically performed for upgrades of the package?
Solution Provider Implementation History	
42	How many years has the solution provider been implementing JMS solutions?
43	How many JMS installations has the solution provider implemented?
44	How many JMS installations is the solution provider currently undertaking?
Pending Litigations	
45	How many pending litigations has the company had in the past 5 years? Attach a separate document with the details of each situation (client name, date, and description/cause).
46	How many times has the company been subject to liquidated damages in the past 5 years? Attach a separate document with the details of each situation (client name, imposed amount, imposed date, collected amount, date collected, and description/cause).

Appendix G – Proposal Checklist

Appendix G – Proposal Checklist

No.	Description	Yes	No
Management Response			
1	Transmittal Letter		
2	Table of Contents		
3	Executive Summary		
4	Prior Experience		
5	Prior Data Conversion Experience		
6	Solution Provider References (APPENDIX E)		
7	Solution Provider Strength and Stability Form (APPENDIX F)		
8	Exceptions to Requirements of the RFP		
9	Exceptions to Terms of the San Mateo County Sample Contract		
10	Project Management Plan		
11	Risk Management Plan		
12	Proposed Project Staff		
13	Conflict of Interest		
14	Scanning and Imaging		
15	Data Conversion Plan		
16	Implementation Plan		
17	Test Plans		
18	Training Plan		
19	System Documentation		
20	Maintenance and Support Plan		
21	Equal Benefits Compliance Declaration Form (APPENDIX I)		
22	§ 504 Compliance (APPENDIX M)		
23	Proposal Checklist (APPENDIX G)		
Functional Response			
1	Overall Solution Approach		
2	Functional Requirements (APPENDIX B)		
Technical Response			
1	Technical Requirements Questionnaire (APPENDIX C)		
2	Technical Requirements (APPENDIX D)		

No.	Description	Yes	No
<i>Cost Response</i>			
1	Cost Forms (APPENDIX H)		
2	Copy of Terms and Conditions of Ongoing Support		

Appendix H – Cost Forms

Appendix H – Cost Forms

Solution providers are required to submit complete cost forms for the purchase of each proposed solution.

A. Application Software Costs

List all application software being proposed, including package cost, customization cost, and annual maintenance expense. The total for this subsection should match the application software total in the Cost Summary subsection. The annual maintenance cost should represent the average maintenance cost for Years 2 to 5.

Application Software Description	Required Quantity	Package Name	Package Cost per License	Total Cost, All Licenses	Annual Maintenance Cost
Production					
Development					
Test					
Interfaces					
TOTAL					

B. System Software Costs

List all system software, including costs and annual maintenance expense. The total from this subsection should match the system software total in the Cost Summary subsection. The annual maintenance cost shall represent the average maintenance cost for Years 2 to 5.

System Software Description	Release/Level	Initial Cost	Annual Maintenance Cost
Production			
Development			
Test			
TOTAL			

C. System Hardware Costs

List all hardware required, including purchase costs and annual maintenance expense. The total from this subsection should match the hardware total in the Cost Summary subsection. The annual maintenance cost shall represent the average maintenance cost for Years 2 to 5.

Hardware Component Description	Make/Model and Part Number	Required Quantity	Total Purchase Cost	Annual Maintenance Cost
Production				
Development				
Test				
TOTAL				

D. Other Implementation Costs

Describe and list all other costs that would be associated with implementation of your system. Costs not identified will become the responsibility of the solution provider.

Installation	_____
Migration	_____
Integration	_____
Project Management	_____
Training	_____
Documentation	_____
Out-of-Pocket Expenses (travel, per diem, etc.)	_____
Other (please describe)	_____
<u>On-Site Implementation Staffing Support</u>	_____
_____	_____
_____	_____
_____	_____
TOTAL OTHER IMPLEMENTATION COSTS	\$ _____

E. Optional Component Costs

List all costs associated with full implementation and maintenance of optional components. At a minimum, included within these optional costs are any costs (hardware, software, implementation) associated with all Desired requirements as delineated in the Functional Requirements (APPENDIX B) and Technical Requirements (APPENDIX C). For instances in which a solution provider's base system includes a desired requirement, insert the word "Included" in the space provided.

For the costs associated with each Desired functional and technical requirement, please itemize software, hardware, and other costs.

This subsection may also be used for any other optional component costs that solution providers wish to include as a value-added component.

Functional Requirement 1.5	_____
Functional Requirement 8.21	_____
Functional Requirement 9.4	_____
Functional Requirement 11.9	_____
Functional Requirement 12.3	_____
Functional Requirement 15.11	_____
Technical Requirement 18.5	_____
Technical Requirement 18.13	_____
Technical Requirement 18.14	_____
Technical Requirement 18.15	_____
Technical Requirement 18.16	_____
Technical Requirement 19.2	_____
Technical Requirement 19.4	_____
Technical Requirement 20.5	_____
Technical Requirement 21.2	_____
Technical Requirement 21.3	_____
Technical Requirement 22.1	_____
Technical Requirement 22.3	_____
Technical Requirement 23.3	_____
Technical Requirement 25.1	_____
Technical Requirement 25.3	_____
Technical Requirement 27.2	_____

Technical Requirement 28.1

Technical Requirement 28.3

Technical Requirement 28.7

Other (please describe)

TOTAL OTHER IMPLEMENTATION COSTS

\$ _____

F. Cost Summary

1. Total Onetime Costs

Provide a summary of all onetime costs for the system you are proposing. Any subtotals carried forward to this page should match the corresponding detail pages.

	<u>Onetime Costs</u>
a. Application Software Costs	\$ _____
b. System Software Costs	_____
c. System Hardware Costs	_____
d. Other Implementation Costs	_____
Subtotal	\$ _____
TOTAL ONETIME COSTS (EXCLUDING OPTIONS) (not to exceed)	\$ _____
e. Optional Component Costs	_____
f. TOTAL ONETIME COSTS (INCLUDING OPTIONS) (not to exceed)	\$ _____

2. Annual Recurring Costs

Provide a summary of all recurring costs for the system you are proposing. Any subtotals carried forward to this page should match the corresponding detail pages. It is mandatory that solution providers detail terms and conditions of ongoing support.

	<u>Annual Cost</u>
Application Software Maintenance	\$ _____
System Software Maintenance	_____
Hardware Maintenance	_____
Other Recurring Costs	_____
<u>On-Site Maintenance Staffing Support (attach terms)</u>	_____
_____	_____
_____	_____
TOTAL ANNUAL RECURRING COSTS (without options)	\$ _____
 Total Recurring Costs on Optional Items	
_____	\$ _____
_____	_____
_____	_____
_____	_____
TOTAL ANNUAL RECURRING COSTS (with options)	\$ _____

Appendix I – Equal Benefits Compliance Declaration Form

Appendix I – Equal Benefits Compliance Declaration Form

COUNTY OF SAN MATEO Equal Benefits Compliance Declaration Form

I. Solution provider Identification

Name of Contractor: _____
Contact Person: _____
Address: _____

Telephone Number: _____
Fax Number: _____

II. Employees

Does the Contractor have any employees? ☐ Yes ☐ No

Does the Contractor provide benefits to spouses of employees? ☐ Yes ☐ No

If the answer to one or both of the above is no, please skip to Section IV.

III. Equal Benefits Compliance (Check one)

- ☐ Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.93, to its employees with spouses and its employees with domestic partners.
- ☐ Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- ☐ No, the Contractor does not comply.
- ☐ The Contractor is under a collective bargaining agreement which began on _____ and expires on _____.

IV. Declaration

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Signature

Name (Please Print)

Title

Date

Appendix J – Equal Benefits Ordinance

Appendix J – Equal Benefits Ordinance

ORDINANCE NO. 04026

An Ordinance Adding Chapter 2.93 to the San Mateo Ordinance Code to Provide for Non-Discrimination by County Contractors in the Provision of Employee Benefits

WHEREAS, employee benefits routinely comprise a significant proportion of total employee compensation; and

WHEREAS, discrimination in the provision of employee benefits between employees with domestic partners and employees with spouses results in unequal pay for equal work; and

WHEREAS, County of San Mateo law prohibits discrimination based on marital status and/or sexual orientation; and

WHEREAS, it is the County's intent, through the contracting practices outlined herein, to equalize the total compensation between similarly situated employees with spouses and employees with domestic partners;

NOW THEREFORE, BE IT ORDAINED BY THE COUNTY OF SAN MATEO AS FOLLOWS:

Section 1. There is hereby added to the Ordinance Code of the County of San Mateo a new Chapter 2. 93 to read as follows:

Chapter 2. 93 County Contracts – Non-Discrimination in Benefits

2.93.010 Definitions.

For the purposes of this chapter:

- (a) "Contract" means a legal agreement between the County and a contractor for public works, consulting, or other services, or for purchase of supplies, material or equipment for which the consideration is in excess of \$5,000.
- (b) "Contractor" means a party who enters into a contract with the County.
- (c) "Contract Awarding Authority" means the Board of Supervisors or the individual authorized by the Board of Supervisors to enter into contracts on behalf of the County.
- (d) "Domestic partner" means any person who is registered as a domestic partner with the Secretary of State, State of California registry or the registry of the state in which the employee is a resident.
- (e) "Employee benefits" means the provision of any benefit other than pension and retirement benefits provided to spouses of employees or provided to an employee on account of the employee's having a spouse, including but not limited to bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; vacation; travel benefits; and any other benefits given to employees, provided that it does not include

benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state law. (Ord. 4026, 02/13/01)

2.93.020 Discrimination in the provision of benefits prohibited.

(a) No contractor on a County contract shall discriminate in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse, subject to the following conditions:

- (1) In the event that the contractor's actual cost of providing a particular benefit for the domestic partner of an employee exceeds that of providing it for the spouse of an employee, or the contractor's actual cost of providing a particular benefit to the spouse of an employee exceeds that of providing it for the domestic partner of an employee, the contractor shall not be deemed to discriminate in the provision of employee benefits if the contractor conditions providing such benefit upon the employee's agreement to pay the excess costs.
- (2) The contractor shall not be deemed to discriminate in the provision of employee benefits if, despite taking reasonable measures to do so, the contractor is unable to extend a particular employee benefit to domestic partners, so long as the contractor provides the employee with a cash payment equal to the contractor's cost of providing the benefit to an employee's spouse.

(b) The Board of Supervisors may waive the requirements of this chapter when it determines that it is in the best interests of the County. The County Manager may waive the requirements of this chapter for contracts not needing the approval of the Board of Supervisors where waiver would be in the best interests of the County for such reasons as follows:

- (1) Award of a contract or amendment is necessary to respond to an emergency;
- (2) The contractor is a sole source;
- (3) No complaint contractors are capable of providing goods or services that respond to the County's requirements;
- (4) The requirements are inconsistent with a grant, subvention or agreement with a public agency;
- (5) The County is purchasing through a cooperative or joint purchasing agreement.

(c) Contractors should submit requests for waivers of the terms of this chapter to the Contract Awarding Authority for that contract, or in the case of contracts approved by the Board, the County Manager.

(d) The Contract Awarding Authority, or in the case of contracts approved by the Board, the County Manager, may reject an entity's bid or proposals, or terminate a contract, if the Contract Awarding Authority determines that the entity was set up, or is being used, for the purpose of evading the intent of this chapter.

(e) No Contract Awarding Authority shall execute a contract with a contractor unless such contractor has agreed that the contractor will not discriminate in the provision of employee benefits as provided for in this chapter. (Ord. 4026, 02/13/01)

2.93.030 Application of chapter.

The requirements of this chapter shall only apply to those portions of a contractor's operations that occur (a) within the County; (B) on real property outside of the County if the property is owned by the County or if the County has a right to occupy the property, and if the contractor's presence at that location is connected to a contract with the County; and (c) elsewhere in the United States where work related to a County contract is being performed. The requirements of this chapter shall not apply to subcontracts or subcontractors of any contract or contractor. (Ord. 4026, 02/13/01)

2.93.040 Powers and duties of the County Manager.

The County Manager's office shall have the authority to:

- (a) Adopt rules and regulations, in accordance with this chapter and the Ordinance Code of the County of San Mateo, establishing standards and procedures for effectively carrying out this chapter;
- (b) Receive notification from employees of contractors regarding violations of this chapter;
- (c) Determine and recommend to the Board of Supervisors for final decision the imposition of appropriate sanctions for violation of this chapter by contractors including, but not limited to:
 - (1) Disqualification of the contractor from bidding on or being awarded a County contract for a period of up to 5 years, and
 - (2) Contractual remedies, including, but not limited to termination of contract,
 - (3) Liquidated damages in the amount of \$2,500;
- (d) Examine contractors' benefit programs covered by this chapter;
- (e) Impose other appropriate contractual and civil remedies and sanctions for violations of this chapter;
- (f) Allow for remedial action after a finding of noncompliance, as specified by rule;
- (g) Perform such other duties as may be required or which are necessary to implement the purposes of this chapter.(Ord. 4026, 02/13/01)

2.93.050 Date of application.

The provisions of this chapter shall apply to any contract awarded or amended on or after July 01, 2001, provided that if the contractor is then signatory to a collective bargaining agreement, this chapter shall only apply to any contract with that contractor which is awarded or amended after the effective date of the next collective bargaining agreement. (Ord. 4026, 02/13/01)

Appendix K – San Mateo County Sample Contract

Appendix K – San Mateo County Sample Contract

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND [Contractor name]

THIS AGREEMENT, entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and [Contractor name here], hereinafter called "Contractor";

WITNESSETH:

WHEREAS, pursuant to Government Code Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of [Enter information here].

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Exhibits.

The following exhibits are attached hereto and incorporated by reference herein:

Exhibit A – Request for Proposal

Exhibit B – _____

2. Services to be performed by Contractor.

In consideration of the payments set forth herein and in Exhibit _____, Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit _____.

3. Payments.

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit _____, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit _____. The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed [Write out amount], [\$Amount].

4. Term and Termination.

Subject to compliance with all terms and conditions, the term of this Agreement shall be from [Month and day], 20[Last 2 digits of year] through [Month and day], 20[Last 2 digits of year].

This Agreement may be terminated by Contractor, the [Name of County Department Head] or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

5. Availability of Funds.

The County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, or County funds, by providing written notice to Contractor as soon as is reasonably possible after the county learns of said unavailability of outside funding.

6. Relationship of Parties.

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

7. Hold Harmless.

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of:

(A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated there under, as amended, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

8. Assignability and Subcontracting.

Contractor shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by contractor under this Agreement without the prior written

consent of County. Any such assignment or subcontract without the County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

9. Insurance.

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such issuance and to obtain such approval. The Contractor shall furnish the Department/Division with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the Department/Division of any pending change in the limits of liability or of any cancellation or modification of the policy.

- (1) Worker's Compensation and Employer's Liability Insurance. The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and will comply with such provisions before commencing the performance of the work of this Agreement.
- (2) Liability Insurance. The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

- | | | |
|-----|---|-------------|
| (a) | Comprehensive General Liability | \$1,000,000 |
| (b) | Motor Vehicle Liability Insurance | \$1,000,000 |
| (c) | Professional Liability | \$1,000,000 |

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the County of San Mateo at

its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

10. Compliance with laws; payment of Permits/Licenses.

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances and regulations, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the Federal Regulations promulgated there under, as amended, and will comply with the Business Associate requirements set forth in Attachment "H," and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment "I," which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable QA regulations. In the event of a conflict between the terms of this Agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

11. Non-Discrimination.

- A. Section 504 applies only to Contractors who are providing services to members of the public. Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.
- B. General non-discrimination. No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. Equal employment opportunity. Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.
- D. Violation of Non-discrimination provisions. Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to
 - i) termination of this Agreement;
 - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
 - iii) liquidated damages of \$2,500 per violation;
 - iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

E. Compliance with Equal Benefits Ordinance. With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

12. Retention of Records.

Contractor shall maintain all required records for three (3) years after the County makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.

13. Merger Clause.

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

14. Controlling Law.

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California.

15. Notices.

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United State mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed to:

In the case of County, to:

In the case of Contractor, to:

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board

[Contractor Name Here]

Contractor's Signature

Date:

Long Form Agreement/Business Associate

Exhibit _____

In consideration of the payments set forth in Exhibit _____, Contractor shall provide the following services:

Exhibit _____

In consideration of the services provided by Contractor in Exhibit _____ County shall pay Contractor based on the following fee schedule:

Appendix L – HIPAA Business Associate Requirements

Appendix L – HIPAA Business Associate Requirements

Health Insurance Portability and Accountability Act (HIPAA) Business Associate Requirements

Definitions

Terms used, but not otherwise defined, in this Schedule shall have the same meaning as those terms are defined in 45 Code of Federal Regulations section 160.103 and 164.501. (All regulatory references in this Schedule are to Title 45 of the Code of Federal Regulations unless otherwise specified.)

- a. Designated Record Set. “Designated Record Set” shall have the same meaning as the term “designated record set” in Section 164.501.
- b. Individual. “Individual” shall have the same meaning as the term “individual” in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).
- c. Privacy Rule. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations Part 160 and Part 164, Subparts A and E.
- d. Protected Health Information. “Protected Health Information” shall have the same meaning as the term “protected health information” in Section 164.501 and is limited to the information created or received by Contractor from or on behalf of County.
- e. Required By Law. “Required by law” shall have the same meaning as the term “required by law” in Section 164.501.
- f. Secretary. “Secretary” shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.

Obligations and Activities of Contractor

- a. Contractor agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.
- b. Contractor agrees to use appropriate safeguards to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Protected Health Information by Contractor in violation of the requirements of this Agreement.
- d. Contractor agrees to report to County any use or disclosure of the Protected Health Information not provided for by this Agreement.
- e. Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Contractor on behalf of County, agrees to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information.
- f. If Contractor has protected health information in a designated record set, Contractor agrees to provide access, at the request of County, and in the time and manner designated by County, to

Protected Health Information in a Designated Record Set, to County or, as directed by County, to an Individual in order to meet the requirements under Section 164.524.

- g. If Contractor has protected health information in a designated record set, Contractor agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs or agrees to make pursuant to Section 164.526 at the request of County or an Individual, and in the time and manner designed by County.
- h. Contractor agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of, County available to the County, or at the request of the County to the Secretary, in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining County's compliance with the Privacy Rule.
- i. Contractor agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- j. Contractor agrees to provide to County or an Individual in the time and manner designated by County, information collected in accordance with Section (i) of this Schedule, to permit County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

Permitted Uses and Disclosures by Contractor

Except as otherwise limited in this Schedule, Contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, County as specified in the Agreement; provided that such use or disclosure would not violate the Privacy Rule if done by County.

Obligations of County

- a. County shall provide Contractor with the notice of privacy practices that County produces in accordance with Section 164.520, as well as any changes to such notice.
- b. County shall provide Contractor with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Contractor's permitted or required uses and disclosures.
- c. County shall notify Contractor of any restriction to the use or disclosure of Protected Health Information that County has agreed to in accordance with Section 164.522.

Permissible Requests by County

County shall not request Contractor to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by County, unless the Contractor will use or disclose Protected Health Information for, and if the Agreement provides for, data aggregation or management and administrative activities of Contractor.

Duties Upon Termination of Agreement

- a. Upon termination of the Agreement, for any reason, Contractor shall return or destroy all Protected Health Information received from County, or created or received by Contractor on behalf of County. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the Protected Health Information.
- b. In the event that Contractor determines that returning or destroying Protected Health Information is infeasible, Contractor shall provide to County notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Contractor shall extend the protections of the Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such Protected Health Information.

Miscellaneous

- a. Regulatory References. A reference in this Schedule to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- b. Amendment. The Parties agree to take such action as is necessary to amend this Schedule from time to time as is necessary for County to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.
- c. Survival. The respective rights and obligations of Contractor under this Schedule shall survive the termination of the Agreement.
- d. Interpretation. Any ambiguity in this Schedule shall be resolved in favor of a meaning that permits County to comply with the Privacy Rule.

Appendix M – § 504 Compliance

Appendix M – § 504 Compliance

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

a. Employs fewer than 15 person

☐

b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

☐

Name of 504 Person – Type or Print

Name of Contractor(s) – Type or Print

Street Address or P.O. Box

City, State, ZIP Code

I certify that the above information is complete and correct to the best of my knowledge.

Signature

Title of Authorized Official

Date

*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."