COUNTY OF SANTA CRUZ

General Services Department
Purchasing Division

701 OCEAN STREET, SUITE 330, SANTA CRUZ, CA 95060-4073

(831) 454-2210 FAX: (831) 454-2710 TDD: 711

Request for Proposal (RFP) #24P1-002

FOR

Case Management System for the Public Defender's Office

Mandatory Pre-Proposal Web Conference	12:00 PM, Pacific time, January 09, 2025 (Location and instructions for meeting Contact Person)
Question Deadline	5:00 PM; Pacific time, January, 07, 2025 Submit questions by email to Contact Person
Submittal Deadline	**5:00 PM, Pacific Time, February 07, 2025** Proposal must be submitted by this Deadline.
Submittal Location	General Services Department - Purchasing Division 701 Ocean Street, 3rd floor, Room 330 Santa Cruz, CA 95060
Contact Person	Shauna M. Soldate, Purchasing & Logistics Manager Email Shauna.Soldate@santacruzcountyca.gov Phone (831) 454-2526 Fax (831) 454-2710

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SECTION I.	INVITATION

The County of Santa Cruz invites sealed proposals from fully licensed and insured manufacturers or distributors of **Case Management System Software.**

Established in 1850 as one of the state's original 27 counties, the County of Santa Cruz was originally called Branciforte. The name was later changed to Santa Cruz, which is "holy cross" in Spanish. The County of Santa Cruz geographically is the second smallest county within the State of California yet it has one of the largest unincorporated area populations. The 2020 estimated population for the County of Santa Cruz by the U.S. Census Bureau was 270,861. The County encompasses an urban service area of 440 square miles.

The Public Defenders Office (PDO) mission statement is: "To courageously defend the accused. To demand equal justice for all. To empower our clients with inspired advocacy in the courtroom and community. We are on a mission to elevate public defense, one client at a time." PDO provides constitutionally mandated services for clients that cannot afford representation, including defense of persons accused of crimes or facing involuntary commitments, and representation in specialty courts including Veteran Court, Behavioral Health Court, and Parole Reentry Court. PDO provides holistic defense, including early representation, multidisciplinary defense teams staffed by attorneys, investigators, social workers, and advocates, and seamless access to support services that address the root causes of system involvement.

PDO's defense model aims to address a client's enmeshed legal and social needs to reach better outcomes. In addition to providing courtroom representation to all eligible clients, our Collateral Consequences & Reentry Unit provides record clearance through our Clean Slate Project; post-conviction relief and reentry assistance through Project R.I.S.E. (Reentry, Integration, Support & Education); and advice regarding the true penalties of criminal convictions on immigration, professional licensing, and other issues that impact a client's ability to overcome system involvement, through our Truth Project.

PDO provides indigent legal defense to adults and juveniles in Santa Cruz County. The primary locations of Public Defender are 420 May Avenue, Santa Cruz, and 315 Main St., Watsonville. PDO's primary tool to track all case information is LegalEdge. The Public Defenders' Office consists of approximately 65 employees, and 20-30 interns and volunteers that will access the case management system.

SECTION 2.	INSTRUCTIONS TO RESPONDENTS

2.1   Preparation of Proposal
Respondents shall submit the completed Request for Proposals (RFP) with appropriate attachments or explanatory materials. All attachments shall be identified with the Respondent's name, RFP number and page number. No oral, telegraph, telephone, facsimile, electronic responses or photocopies will be accepted. Proposals must be completed in ink, typewritten, or word-processed.

2.2   RFP Documents
Refer to Section 5 - Official Proposal Form.

2.3   RFP Process Schedule
a. The following is an anticipated RFP and engagement schedule. The County may change the estimated dates and process as deemed necessary.
The proposed schedule for the submittal reviews and notification is as follows:

Activity	Date
Advertise RFP - Sentinel	12/31/2024 01/07/2025
Release RFP	12/31/2024
Pre Proposal Web Conference	01/09/2025
Question Deadline	01/17/2025
Dissemination of Answers	01/24/2025
Deadline for Submittals	02/07/2025
Tentative Award	March 2025
Contract Negotiation	March-April 2025
Board Approval of Contract	May 2025

b. Pre-Proposal Web Conference
Proposers must attend the Mandatory Pre-Proposal Web Conference on Thursday, January 09, 2025 at 12:00 PM PST. To receive a link to the Pre-Proposal Web Conference, vendor must contact Shauna.Soldate@santacruzcountyca.gov by January 08, 2025 to receive an invitation link. No minutes will be recorded.

During the Pre-Proposal Web Conference, County representatives will attempt to answer questions that can be immediately answered; however, verbal responses will be non-binding on County. To formalize, Proposer must submit questions in writing to the Buyer following the Pre-Proposal Web Conference. The Buyer will disseminate written questions and answers in the form of an addendum.

2.4   Submission of Proposal
        a.   Respondent shall submit one (1) hardcopy original signed in blue ink and marked "ORIGINAL" and one (1) electronic copy (USB drive) of the completed proposal as specified herein.
        b.   Responses to the RFP shall be delivered in a sealed envelope, clearly marked **RFP #24P1-002,** addressed to:

                         GSD - Purchasing Division
                         Attn: Shauna M. Soldate
                         701 Ocean Street, Room 330
                         Santa Cruz, CA 95060
        c   The deadline to submit proposals is **February 07, 2025, at 5:00 PM PST**.

2.5   Public Opening of Proposals
        A public opening of proposals will be completed at 701 Ocean Street, Room 330 after the submittal deadline. Please email the Contact Person if you would like to observe the opening process. Tentative award of contract will not be available until after the review team has concluded their review and final rankings are determined. Proposals will be available to the public for review only after the award of the contract.

2.6   Multiple Proposals
        Only one Proposal will be accepted from any one person, partnership, corporation or other entity; however, several alternatives may be included in one Proposal.

2.7   Late Responses
        All responses to the RFP must be delivered in person or received by mail no later than **February 07, 2025, at 5:00 PM PST**. Respondent will be solely responsible for the timely delivery of his Proposal. Proposals will not be accepted after the deadline will be returned unopened.

2.8   Point of Contact
        All questions regarding this RFP shall be submitted in writing to the Contact Person or their authorized designee. No other individual has the authority to respond to any questions on behalf of the County. Failure to adhere to this process may disqualify the Respondent.

2.9   On Site Inspection
        On site inspection of Respondent's facilities may be performed by the County and an evaluation committee to ascertain that facilities and equipment are in accordance with the requirements and intentions of the specifications.

2.10   Non-Collusion Declaration
        Respondent shall execute a Non-Collusion Declaration on the form furnished by the County as Exhibit D.

2.11   References
        Respondent shall complete and submit Exhibit B – Customer References with Proposal. The County reserves the right to check any or all references:
        1.   Necessary to assess a prospective Respondent's past performance;
        2.   Pertaining to similar projects that demonstrate experience that is relevant to the RFP scope of work; and/or
             3.   Explicitly specified in the proposal or that result from communication with other entities involved with similar projects, including other industry sources and users of similar services, or others known to County.

2.12   Proposal Evaluation Criteria
A. It is the County's intent to select the most responsive and responsible Respondent(s) that offer(s) the County the greatest value based on an analysis involving several criteria, including but not necessarily limited to the following:

Criteria	Points
Quality of Response RFP response as best fit to business requirements.	30
Contractor Qualification and Experience Level of quality and performance of the services offered based on contractor qualifications and experience, in accordance with RFP requirements.	20
Cost Overall cost to County.	15
Quality of Product Best fit to County policy and technology environment.	10
Training and Implementation Plan Level of quality and performance in accordance with RFP requirements.	10
References Level of quality and performance of the services offered based on reference checks for the same or similar services.	10
Contractor Demonstration Level of quality, performance, ease of use, basic features, navigation, reporting, ease of growth/customizations.	5
Total	**100**

B. A committee selected by the County will evaluate all RFPs and select the Respondent who best meets the needs as set forth in this RFP, is the best qualified and is best able to provide the requested services. Evaluation of the RFPs shall be within the sole judgment and discretion of the Purchasing Division. County reserves the right to reject any or all RFPs. Award of contract is contingent upon approval from the Santa Cruz County Board of Supervisors and funding availability.

2.13   Cost of Service
The County reserves the right to negotiate the proposed cost with the Respondent prior to contract signing. Agreed-to costs and cash discounts are to be firm through June 2026. If renewed on expiration, rates may be adjusted by mutual agreement. Any increase will be no more than the change in the Consumer Price Index for the San Francisco, Oakland, and Hayward, CA area for the twelve (12) months preceding the agreement's expiration date, plus the annual Living Wage increase. A subsequent CPI and/or materials cost decrease shall be passed on to the County.

2.14   Reservations
County reserves the right to do the following at any time:
A. Reject any and all proposals without indicating any reasons for such rejection;
B. Waive or correct any minor or inadvertent defect, irregularity or technical error in the RFP or any RFP procedure or any subsequent negotiation process;
C. Terminate the RFP and issue a new RFP anytime thereafter;
D. Procure any services specified in the RFP by other means;
E. Extend any or all deadlines specified in the RFP by issuance of an addendum (addenda) at any time prior to the deadline for submittals;
F. Disqualify any Respondent on the basis of any real or perceived conflict of interest or evidence of collusion that is disclosed by the proposal or by other means

or other information available to County;

G. Reject the proposal of any Respondent that is in breach of or in default under any other agreement with County;

H. Reject any Respondent County deems to be non-responsive, unreliable, or unqualified;

I. Accept all or a portion of a Respondent's proposal;

J. Negotiate with any or no Respondents; and

K. Terminate failed negotiations with any Respondents without liability and negotiate with other Respondents.

2.15   Notification of Withdrawal of Proposal
Proposals may be modified or withdrawn prior to the date and time specified for submission by an authorized representative of the respondent or by formal written notice. All proposals not withdrawn prior to the response due date will become the property of the County of Santa Cruz.

2.16   Interpretation
Should any discrepancies or omissions be found in the RFP, or doubt as to its meaning, the respondent shall notify the Buyer in writing at once (e-mail is acceptable). The Buyer may issue written instructions or addenda to all participants in this RFP process. No oral statement of interpretation by County staff shall be binding. Questions must be received at least by the Question Deadline. All addenda issued shall be incorporated into the Contract.

2.17   Pre-Award Conference
If requested by Purchasing, successful Respondent(s) shall meet with the County representatives prior to the Award of Contract to review the specifications and finalize the initiation of the proposed Contract.

2.18   Execution of Agreement
Upon successful reference checks, evaluations and receipt of all required documents, the contract agreement must be executed by both parties.

2.19   Respondent Responsibility and Performance
A. It is the responsibility of Respondent to read ALL sections of this RFP prior to submitting a proposal.

B. Respondent shall confirm compliance with all RFP specifications, requirements, terms and conditions. Respondent shall provide, on company letterhead in attachment form, a detailed explanation including the RFP section and paragraph number for each instance of non-compliance.

C. Failure to comply with the RFP requirements provided herein could result in disqualification.

D. County may at its sole discretion elect to not reject a proposal due to an error, omission, or deviation in the proposal. Such an election by County will neither modify the RFP nor excuse Respondent from full compliance with the specifications of the RFP or any contract awarded pursuant to the RFP.

E. County will consider Respondent to be the sole point of contact with regard to all contractual matters.

F. Respondent shall provide the services of one (1) or more qualified and dedicated contract manager(s) who will ensure that the services provided under the awarded contract are satisfactory.

2.20   Respondent Qualifications
       Respondent shall provide the following information/documentation in attachment form as indicated including reference to the applicable RFP paragraph number.

   3   Experience: Respondent shall be an established entity that has conducted business of the nature specified herein for at least two (2) years. Respondent shall provide a brief statement of company background including years in business and experience of support staff.

   4   References: Respondent shall provide customer references and request and provide personal and business references. Refer to Exhibit B – Customer References.

   5   Licenses and Permits: Respondent shall possess and provide copies of business licenses and/or permits, including a Fictitious Business Name Statement from the County of Santa Cruz, as applicable. Respondent shall submit copies of all applicable licenses.

   6   Other Information: Respondent shall provide sample pricing for instruction and supply/equipment rentals if required as part of solicitation scope. Respondent may also provide any other information deemed appropriate.

2.21   Addenda
   A. These documents may not be changed by any oral statement. Changes to these documents will be by written addenda issued by the Buyer or their designee.
   B. Addenda will be posted on the General Services Department website. If/when necessary, the Buyer will email addenda to all known Respondents of record.
   C. Respondents shall be responsible for ensuring that their proposals reflect any and all addenda issued by the Buyer or their designee prior to the Deadline for Proposals regardless of when the proposals are submitted. All addenda issued shall be incorporated into the contract awarded as a result of this RFP.

2.22   Proprietary Information
       Proposals will be subject to public inspection in accordance with the California Public Records Act (CPRA). To protect proprietary information, if any, Respondent must clearly mark proprietary information as such, submit it in a separate sealed envelope and only reference it within the body of the proposal. Respondent should not include in the proposal any material that Respondent considers confidential but that does not meet CPRA disclosure exemption requirements. Respondent shall be responsible to defend and indemnify the County from any claims or liability to compel disclosure of any part of its proposal claimed to be exempt from disclosure.

2.23   Protests and Appeals Procedures
       Refer to Exhibit E – Protest and Appeals Procedures.

SECTION 3.	STATEMENT OF WORK

3.1   General Software Requirements
The County is seeking a software system that will replace the current system and should encompass the following:

Case Management for individuals including adults, juveniles, victims, and witnesses, discovery, investigations, social services work, and all legal work done by an interdisciplinary team that includes defenders from various disciplines; retention of all case documentation electronically including photos and video/audio media; and framework supports the sending and receiving of information from law enforcement agencies, Probation, the courts, and other County and community-based organizations as needed to provide seamless holistic defense.

The system shall be a web based, high performance, high demand on-line transaction processing platform. Typical data/record transmission should not exceed 2 seconds while on the County network or connecting through 50Mb internet connection or better. The system will need to support multiple levels of security to restrict or grant access to particular elements in the case management system based on user or group privileges. It needs to be able to support 100 concurrent connections.

The system should be able to accommodate a 300% growth in cases and evidence storage from the current starting point of 100Tb of electronic evidence files, over a period of 5 years.

Proposers are invited to provide detailed explanation of the storage management capabilities of the platforms, including options to store evidence data securely within the application, or on separate storage, with tiered access to current and historical records. Proposals must include the best / most optimal setup for the platform, with the associated cost, and additional detailed options for alternative setups, including possible hosting of the data on County owned infrastructure, on-premises, or cloud-based.

The Microsoft Office Suite needs to be used for document generation.

The County reserves the right to purchase all modules, some of the modules, or none of the additional modules.

Vendor should propose a solution that best leverages the vendor's resources in providing services and minimizes the County's need to assign County staff in providing services. The vendor's proposed solution should address the systems features and functional requirements identified in **Attachment #2**.

The County expects to select a vendor that will install the software system and configure it for use; Public Defender Office will purchase core system functionality and choose software modules to add functionality based on user demand and available funding. The County is looking for a system that includes features consistent with an enterprise platform.

Once in contract, County maintains the right, as it may deem necessary, to add or delete services to this contract, by thirty (30) day written notice, in order to accommodate any future County offered programs or as a result in the reduction in County funds. Requests for increase in services will be negotiated with the successful bidder based on the hourly rates provided in the accepted proposal.

3.2   Background and Current Environment
   A. County Information Technology Infrastructure
       The County has a mature enterprise level infrastructure and network. AT&T ASE fiber networks currently link over 35 sites. The network runs on Microsoft Windows Active Directory domains. Application servers and storage space is provided through a Storage Area Network. The County's email system is currently Office 365. The desktop environment standard is currently Windows 10 with a standard of Microsoft Edge. The County operates one data center. The County uses VM servers running on HPE BL460C Gen9 and Gen10. The operating systems are VMware vCenter Server 7.0.3.00600, VMware ESXi 7.0.3.19482537, MS Windows Server 2022 and MS Windows Server 2019 Standard.

   B. Technology Infrastructure
       The Public Defender's Office has recently merged with the County of Santa Cruz and currently uses LegalEdge.
       The County utilizes connections to other Legal Case Management Systems as well as other Law Enforcement Systems whenever possible. These connections require data receiving and data sending when appropriate. These systems include but are not limited to:
       • Santa Cruz County Sheriff SDO Jail Management System
       • Santa Cruz County Court's Tyler Odyssey System
       • Axon Evidence.com

   C. Strategic Initiatives
       An integrative software system is in support of Santa Cruz County strategic initiatives to make the most efficient and effective use of resources to reduce operating costs and increase productivity. An integrative software system provides comprehensive application for all aspects of scheduling and fiscal needs. The Public Defender's Office must maintain these application services while increasing efficiencies and expanding marketing and communication capabilities, while considering ongoing budgetary constraints.

   D. Deployment Models
       The County is open to considering various deployment models and has structured the RFP to allow for the evaluation of the deployment model as but one factor in the overall procurement process. The County wishes to evaluate the greatest range of marketplace offerings feasible through this process.

       The County recognizes there are many factors contributing to a comparison of cost Proposals for these various deployment methods including needed infrastructure and/or hardware costs, the potential for reduced hardware and support costs in hosted/SaaS models, a particular Proposer's approach to managing upgrades, and technical staffing needs. The County has a preference toward a Software as a Service (SaaS) deployment model but also wishes to evaluate the greatest range of available solutions in the market including those that may be locally hosted by the County. As such, the County is open to considering all deployment models in light of the breadth of

functionality and available solutions in the marketplace to address those functional areas. The County will consider, in no particular order, the following deployment models:

a. On Premise (locally hosted at the County, perpetual licenses)
b. Software as a Service (SaaS or subscription-based models)

Cost sheets have been provided under **Attachment 3** for pricing each of the deployment models.

This solicitation will not follow a lowest-priced responsive Proposal process but will be based on most advantageous Proposal(s) utilizing the Evaluation Criteria listed in the RFP, including the review of life cycle costs (i.e., recurring costs, hardware, third-party licenses, etc.).

In developing proposals, Proposers shall clearly define the proposed deployment model including the licensing model as well as any perceived benefits of the proposed model. The County does not have a preference as to a specific hosting location but does have a requirement that the hosting must be within the contiguous United States. Vendors are requested to specify the hosting location in proposal responses.

3.3   Industry Standards
The integrative software system acquired must adhere to, at a minimum, the following industry standards:
- Current security best practices as defined by NIST.
- Document management software must be XML compliant.
- ADA 508 - Federal accessibility standards established by 36 C.F.R. Section 1194, pursuant to Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794(d)). (
- FBI CJIS policies and best practices for wireless networking, remote access, data encryption and multiple authentications.
- For the solutions utilizing AI functionality, the County requires vendors to submit AI fact sheets for evaluation of compliance with current policies and risk exposure, current sample provided in attachment 5 – AI Fact Sheet

3.4   System Capabilities
The Case Management System must have capabilities to perform the following:
A. Easy configuration with other applications and systems.
B. Simplified user interface to monitor cases and workflows.
C. Generate reports across key metrics.
D. Ability to count cases using different criteria (e.g., cases opened during fiscal year, open cases assigned to a particular staff member) and disaggregate data as needed.
E. Ability to seamlessly implement case weighting metrics to measure workloads using new metrics, such as those suggested by the National Public Defense Workload Study.
F. Ability to accept information in a secure and private manner from other agencies (Sheriff's, Courts, Health Services Agency)
G. Ability to intake and launch cases with an interface that can be completed using a tablet.
H. Have a corresponding application people can use on their phones that is CJIS compliant.

I. Ability to auto-text reminders to clients—of court, visits, phone calls, meetings, whatever needed.
J. Ability to track grants.
K. Ability to allow for robust time-keeping with the flexibility to require time-keeping only in certain kinds of cases or for certain users. Ability for interoperability with Workday.
L. Ability to integrate new developments in AI as they are rolled out in the future to use for discovery we receive and information we get from our partners. while maintaining adherence to the County of Santa Cruz, State and Federal AI policies and data protection policies
M. Capable to provide sufficient storage and ability to grow with agency need.
N. Ability to consume real-time XML data feed from Odyssey (Santa Cruz County court management system) whenever a case is added or any details of the case modified, and have that information automatically uploaded into the system.

3.5   Vendor Experience
The selected vendor must have proven experience and expertise in the following areas:
A. Supporting enterprise implementation of an integrative software solution.
B. Effective project management
C. Staff certified in the proposed software solution.
D. Migrating from other platforms
E. Providing ongoing maintenance and support
F. Selling and supporting hardware and/or peripherals
G. Business process re-engineering
H. Business case analysis
I. Training
J. Change management.
K. Working with public agencies, including other providers of indigent defense services.

3.6   Implementation Plan Requirements
The selected vendor will be required to prepare a detailed sample implementation plan with a schedule that includes target dates and responsible parties for all tasks. For each implementation phase, vendor's proposal should illustrate vendor's responsibilities, milestones, and deliverables. The goal is to propose an approach to each phase that clearly demonstrates vendor's expertise in providing the most effective solution for the County. Implementation phases include:
A. Planning
B. Software and hardware installation and configuration
C. Design, development, and finalization of data interface processes
D. Data conversion
E. Developing a pilot and acceptance testing
F. Installation on a test system which will remain in place for testing new releases and functionality.
G. Training
H. Iterative rollouts to groups of users
I. Maintenance.

3.7   **Proposal Submittal Instructions**

Vendors must prepare their proposals according to the instructions including format and forms outlined in this section. All parts, pages, figures, and tables should be numbered and clearly labeled. Vendors should not include preprinted marketing material. Vendors may be disqualified for failure to follow these instructions.

Section 1 - Executive Summary

Provide a brief narrative highlighting your proposal. The summary should contain as little technical jargon as possible and should be oriented toward non-technical personnel. This section should not include cost quotations.

Section 2 - Scope of Services

A. It is the County's intent to acquire an integrated software system to meet the needs identified in this RFP. Vendors must separately itemize costs for the various user types and price break points. Vendors should propose all required hardware, application software, business case analysis, workflow re-engineering, data conversion, training, and support. The application software provided by the awarded vendor must support the functional and technical needs specified herein (refer to Attachment #2).

B. The implementation must be performed in such a manner as to provide the least possible interruption of current operations. At the end of the project, the system must be operational, compliant with County requirements, error-free, and able to process all converted data.

C. Provide a description of the methodology developed to perform all required services to meet the Scope of Work described in Section 3. Vendors should propose a sample of an aggressive schedule that will complete the project to purchase, install and test the system's core functionality within 2-3 months from the beginning of implementation. This sample schedule should contain specific milestones and dates of completion which will be used to set schedules.

D. Proposals should specify the extent of County personnel involvement deemed necessary, including key decision points at each stage of the project, and also the type(s) of any software that is anticipated to be used in the planning process.

Section 3 - Vendor Qualifications and Experience - Attachment #1

A. Provide information about the vendor's company and any company that vendor proposes to partner/sub-contract with to fulfill this contract. Include specific information in this section concerning the vendor's experience in the services specified in this RFP, preferably within the State of California. The County will use this information to evaluate the vendor's stability and ability to support the RFP requirements. The County, at its option, may require a vendor to provide additional support and/or to clarify any information provided.

B. The County will evaluate the vendor's financial stability and capability to support the commitments set forth in response to the RFP. The County, at its option, may require a vendor to provide additional support and/or to clarify information.

Section 4 - Proposed Application Software and Computing Environment

Present in detail the features and capabilities of the proposed application software, and address, in succinct narrative form (at least one paragraph per item), the following:

A.   Modular Integration:
1) Proposed modules that are fully integrated (part of the base software) into the main software application;
2) Proposed third-party applications and how they are integrated into the main software application; and
3) Functional integration issues, such as shared security and workflow.

B.   Technology architecture:
1) Deployment model including detailed plan for storage management
2) Platforms on which your software runs;
3) Optimal and minimum network requirements;
4) Optimal and minimum database requirements;
5) Optimal and minimum server requirements;
6) Optimal and minimum desktop (client) requirements; and
7) Whether or not your software requires a "thin client" (or browser-based client) or a "thick client" on the desktop.

C.   Administration/Development Toolsets:
1) Application toolsets that are included with the software;
2) Programming languages and skills that are required to maintain the software;
3) Tools that are available to customize the software (e.g., add fields, create new tables, change menus); and
4) Monitoring that is routinely required for optimal system performance (e.g., monitoring of audit files).

D.   Security:
1) Security tools that are included with the software;
2) The way the following restrictions are accomplished: administrative tool access; application access; menu access; record access; field access; and querying/reporting access;
3) The way that security profiles are defined; and
4) The items that are included in the user security profile.

E.   Workflow:
1) Workflow tools that are included in your software;
2) Standard workflows that are inherent in the system; and
3) The way that workflow rules are defined, and their flexibility and customizability.

F. Upgrade tools:
1) The frequency of upgrades;
2) The way that patches and fixes are applied;
3) The way that patches and fixes are deployed;
4) The way that upgrades are applied;
5) The amount of training (technical and end user) that is generally required with upgrades to the system;
6) Describe what happens to software customizations (e.g., user-defined tables and fields) during upgrades;
7) The number of versions of the software your company supports; and
8) Details of all upgrades and bug patches over the last five years.

G. Reporting and Analysis Tools:
1) Reporting tools that are available;
2) OLAP tools that are available;
3) Interfaces to popular applications; and
4) Whether or not the same security definitions apply to the reporting tools as to the main software application.

Section 5 - Third Party Products/Optional Software

A. Explicitly state the name of any third-party products that are part of the proposed solution to the County. For each third-party product state whether the vendor's contract will encompass the third-party product and/or whether the County will have to contract on its own for the product. The cost of any third-party products, including the software license, maintenance, implementation, training, and any other related costs must be included in the vendor's total proposed cost.
B. Describe any products, features or other value added components recommended for use with the proposed system that have not been specifically requested in this RFP. Also provide proof that vendor has access to the third-party software source code (owned or in escrow) and that the vendor has the ability to provide long-term support for the third-party software components of its system. County may consider these products, features or other value-added components if they are determined to be of value to the County.

Section 6 - Responses to Functional/Technical Requirements

Complete Attachment #2 - Functional Requirements using the following answer key.
Table 2 Functional Requirements Answer Key

Functional Requirements Answer Key	
Y (Yes)	Software meets this requirement completely and it is part of the standard package. Include pricing if applicable.
O (Optional)	Software meets this requirement completely but is not part of the standard package. Include price for option if applicable.
M (Modify)	Software does not currently meet this requirement, but can be modified and included with the software delivered at no additional cost. If the modification is chargeable, please indicate amount in Pricing field. Include estimated date of availability in the comments.
D (In Development)	Software does not currently meet this requirement, but it will be available in a future release of the application at no additional cost. If the modification is chargeable, please indicate amount in the comments. Include estimated date of availability in the comments.
N (No)	Software does not currently meet the requirement, has no plans to develop it and cannot or will not be modified.

A. Use one code only per functional requirement. Vendor may provide additional explanatory details as applicable in a separate spreadsheet cross-referenced to the applicable requirement number. Vendor must respond to all functional requirements in the format presented in the attached spreadsheet. The responses to the requirements will be attached to the software license and implementation services contract.
B. For all responses that indicate that functionality is available as part of the Standard package, whether through configuration, customization, or a reporting tool, or through a third party product, vendor must include the corresponding costs in vendor's proposal. Furthermore, vendor must include the module necessary to perform that

functionality in the scope and the module's cost in vendor's proposal. If functionality is expected to be available in the very next version, please indicate the expected release date in the Comments column.

Section 7 - Implementation Plan

Provide a detailed sample plan for implementing the proposed system including the following:

A. Detailed methodology for implementing enterprise software. Methodology shall include estimated timeframe, overview of phases and milestones, assumptions, and assumed responsibilities.

B. Detailed methodology for implementing third-party software. Methodology shall include estimated timeframe, overview of phases and milestones, assumptions, and assumed responsibilities.

C. Project organization chart showing the County and vendor staff.

D. Estimate of project work effort listing the estimated resource utilization (for both the County staff and the vendor) for each month. The County reserves the right to alter work effort ratios based on further discussion with vendor throughout the evaluation process.

E. Explanation of the rationale and/or assumptions forming the basis for the staffing plan proposed for both the vendor and County staff. This explanation should be in the context of the overall project plan and rollout strategy to enable the County to fully understand the implications of and need for the proposed staffing plan.

F. Description of any impact to the proposed staffing plan in the event that the County decides to shorten or lengthen the vendor's proposed project timeframe.

G. Explanation of the extent to which the County should include a contingency factor for additional work effort in its project budget and staffing plan, based on your experience with similar organizations.

H. Work effort estimates for County staff. The work effort estimates for vendor staffing should be in line with the Cost Estimates related to implementation services (i.e., implementation costs should reflect estimated work effort hours times vendor's hourly rates). County must be able to estimate work effort for County staff and tie these estimates directly to the proposed implementation schedule. Vendors must provide this information to be considered for short-list presentations.

I. Description of the role of County and vendor staff for interface development. Provide the assumptions related to the work effort estimates for interfaces (e.g., the specific interfaces included in the work effort estimates). Also give a brief description of the interface development process including any special toolsets that will be utilized for the process.

J. If the system can interface with a financial management system (the County uses Finance Enterprise), please provide work effort estimates for County staff for implementation and training needs. The work effort estimates for vendor staffing should be in line with the Cost Estimates related to implementation services.

K. Description of the role of County and vendor staff for potential data migration. Provide the assumptions related to the work effort estimates for data conversion (e.g., amount and type of data to be converted). Also give a brief description of the data conversion process including any special toolsets that will be utilized.

L. Confirmation that the proposal contains the level of work effort that will be required to provide for the known customizations, modifications, and/or custom reports that the proposal response has indicated as necessary to deliver the functionality. Identify any assumptions related to these items.

M. Names, titles, and resumes of implementers likely to be assigned to this project.

N. Work effort and cost estimates that match assumptions presented in the cost schedule and the assumptions presented in the implementation methodology.

Section 8 - Training Plan
Provide a detailed plan for training, including the following:
A. Overview of proposed training plan/strategy, including options for on-site or off- site training services, for the core project team, end-users, and technology personnel.
B. The role and responsibility of the vendor in the design and implementation of the training plan (e.g., development of customized training materials, delivering training to County end-users).
C. The role and responsibility of County staff in the design and implementation of the training plan.
D. The knowledge transfer strategy proposed by the vendor to prepare County staff to maintain the system after it is placed into production.
E. Descriptions of classes/courses proposed in the training plan. The vendor should specify the unit of measure for its training (e.g., units, classes, days) and define the hours associated with these units of measure. The vendor must specify the training courses that are included in the cost of the proposal.

Section 9 - Maintenance and Support Program
Specify the nature of any post-implementation and on-going support to be provided, including the following:
A. Post-implementation support (e.g., number of months of on-site support after go- live).
B. Telephone support (e.g., include toll-free support hotline, hours of operation, availability of 24 x 7 hotline).
C. Special plans defining "levels" of customer support (e.g., gold, silver). Clearly define which level of support is being proposed.
D. Response time for and definition of various types (levels of severity) of problems reported to the support network (e.g., critical issue response time).
E. Delivery method of future upgrades and product enhancements including historical frequency of upgrades by module. Also include a description of how content for enhancements is determined, and to what degree clients are able to provide input.
F. Availability of user groups and their geographic areas.
G. Problem reporting and resolution procedures.
H. Bug fixes and patches.
I. Support provided for third-party solutions.
J. Other support (e.g., on-site, remote dial-in, website access to patches, fixes and knowledge base).

Section 10 - Customer References – Exhibit B
Complete Exhibit B. Provide a minimum of four (4) customer references for fully completed (live) installations that are similar in size and complexity to this procurement and that have utilized the proposed system (including the proposed version) in a comparable computing environment.   Regional customers are preferred. The description should include information on the "breadth" of the software solution, the service dates (begin and end dates of the project) and the project manager's name, email address and phone number. Attach an additional sheet if necessary. Please confirm that each reference is willing to participate in a 30-minute reference check call and inform references that the County will contact them. The County reserves the right to contact all references provided. All contact information must be correct and up to date. Vendor must provide this information to be considered for software demonstrations.

Section 11 - Cost Proposal Worksheet - Attachment #3
A. Complete Attachment #3. Vendors must itemize costs by phase. The County reserves the right to contact vendors on cost and scope clarification at any time throughout the selection and negotiation process. Do NOT use "TBD" (to be determined) or similar annotations in the cells for cost estimates. All cells must be completed. The County requests vendors to provide costs for all services with the understanding that vendors may have to make assumptions. Vendors must document all assumptions.
B. Vendors must fully provide cost and work effort estimates to be considered for software demonstrations.
C. Whether vendors propose a web-hosted or client-server solution, provide costs for both implementations, including installation and training, and annual costs, including licensing, maintenance, support, upgrades and ongoing training, etc.
D. The County may award a contract based on initial offers received without discussion of such offers. A vendor's initial offer should, therefore, be based on the most favorable terms available. The County may also request revised pricing offers from vendors and make an award and/or conduct negotiations thereafter.

Section 12 - Sample Documents
Vendors should include sample copies of the following documents:
•   Maintenance agreement
•   Implementation services agreement
•   Third party product agreement
•   End user documents (e.g., user guides, training materials)

SECTION 4.	STANDARD TERMS AND CONDITIONS

The following provisions are expected to form the basis for any contract between County and successful Contractor(s).

4.1 Purpose of Contract
The purpose of Contract is to establish the terms and conditions under which Contractor shall provide the services specified herein to County.

4.2 Term of Contract
It is the County's intent to contract for one (1) year, beginning at contract execution date, with the County's option to extend for three (3) additional one (1) year terms..

4.3 Amendment
Amendment to or modification of the terms and conditions of Contract shall be effective only upon the mutual consent in writing by the parties hereto.

4.4 Termination
County reserves the right to terminate Contract, in whole or in part, at any time, for any reason, without penalty. County shall give Contractor thirty (30) days written notice prior to the effective date of termination.

4.5 Assignment
Contractor shall not assign Contract, or any interest herein, without the written consent of County. County reserves the right to approve Contractor's assignee under whatever terms and conditions County may require. Contractor must provide County thirty (30) days written notice prior to sale of Contractor. County may elect to cancel Contract at that time. County may, at its sole discretion, permit the new owner to assume all existing Contract terms and conditions.

4.6 Licenses, Permits and Certifications
Contractor and Contractor's employees shall possess all applicable licenses, permits and certifications required by Federal, State and/or County codes and regulations and shall provide such licenses, permits and certifications to County upon request.

4.7 Compliance with Laws
Contractor shall comply with all Federal, State and local rules, regulations and laws.

4.8 Acknowledgement
Contractor shall acknowledge in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to Contractor.

4.9 Inclusion of Documents
The RFP, all addenda and the Proposal submitted in response to the RFP shall be become a part of any contract awarded as a result of the RFP.

4.10 Presentation of Claims
Presentation and processing of any or all claims arising out of or related to Contract shall be made in accordance with the provisions contained in Santa Cruz County Code Chapter 1.05, which by this reference is incorporated herein.

4.11 <u>Off-Shore Outsourcing of Services</u>
Contractor shall certify that all services performed on any purchase order or contract with County, either by Contractor or subcontractor(s) will be performed solely by workers within the United States.

4.12 <u>Force Majeure</u>
Contractor shall not be liable for any delays with respect to Contract due to causes beyond its reasonable control, such as acts of God, epidemics, war, terrorism or riots.

4.13 <u>Severability</u>
Should any part of Contract be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remainder of Contract, which shall continue in full force and effect; provided that the remainder of Contract can, absent the excised portion, be reasonably interpreted to give the effect to the intentions of the parties.

4.14 <u>Controlling Law</u>
Contract shall only be governed and construed in accordance with the laws of the State of California and the County, and the proper venue for legal action regarding Contract shall only be in the County of Santa Cruz.

4.15 <u>Indemnity and Insurance Requirements</u>
Contractor shall provide Certificates of Insurance for Liability, Automobile, and Workers' Compensation to Purchasing before Contract is signed. Insurance as specified must remain in effect throughout the entire term of Contract. Refer to Exhibit H – Insurance Requirements and Certificates.

4.16 <u>Default</u>
a. In addition to its remedies under paragraph 10.4, County may, by written notice of default to Contractor, terminate Contract in whole or in part if Contractor fails to:
   1. Make delivery of the supplies or perform within the time specified herein or promised, or any extension thereof; or
   2. Perform any of the other provisions of Contract.
b. In the event County terminates Contract in whole or in part, as provided in paragraph 10.4, County may procure, upon such terms and in such manner as County deems appropriate, supplies, services or work similar to those so terminated, and Contractor shall be liable to County for any excess costs for such similar supplies, services or work; provided that Contractor shall continue the performance of Contract to the extent not terminated under the provisions provided herein. Contractor shall not be liable for any excess costs if the failure to perform Contract arises out of causes beyond the control and without the fault and negligence of Contractor.

4.17 <u>Independent Contractor Status</u>
a. Contractor and County have reviewed and considered the principal test and secondary factors below and agree that Contractor is an independent contractor and not an employee of County. Contractor is responsible for all insurance (workers' compensation, unemployment, etc.) and all payroll related taxes. Contractor is not entitled to any employee benefits. County agrees that Contractor shall have the right to control the manner and means of accomplishing the result contracted for herein. It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors that indicate that Contractor is an independent contractor.

b. Principal Test:
Contractor rather than County has the right to control the manner and means of accomplishing the result contracted for.

c. Secondary Factors:
(1) The extent of control which, by agreement, County may exercise over the details of the work is slight rather than substantial; (2) Contractor is engaged in a distinct occupation or business; (3) In the locality, the work to be done by Contractor is usually done by a specialist without supervision, rather than under the direction of an employer; (4) The skill required in the particular occupation is substantial rather than slight; (5) Contractor rather than the County supplies the instrumentalities, tools and work place; (6) The length of time for which Contractor is engaged is of limited duration rather than indefinite; (7) The method of payment of Contractor is by the job rather than by the time; (8) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of County; (9) Contractor and County believe they are creating an independent contractor relationship not an employer-employee relationship; and (10) County conducts public business.

4.18 Equal Employment Opportunity
During and in relation to the performance of Contract, Contractor agrees as follows:
a. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to: recruitment; advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.
b. If Contract provides compensation in excess of $50,000 to Contractor and if Contractor employs fifteen (15) or more employees, the following requirements shall apply:
    1. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to: recruitment; advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. In addition, Contractor shall make a good faith effort to consider Minority/Women/Disabled-Owned Business Enterprises in Contractor's solicitation of goods and services.
    2. Contractor may be declared ineligible for further agreements with County in the event of non-compliance with the non-discrimination clauses of Contract or with any of said rules, regulations or orders.
    3. Contractor shall cause the foregoing provisions of this subparagraph to be inserted in all subcontracts for any work covered under Contract by a subcontractor compensated more than $50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

4.19 <u>Retention and Audit of Records</u>
Contractor shall retain records pertinent to Contract for a period of not less than five (5) years after final payment under Contract or until a final audit report is accepted by County, whichever occurs first. Contractor hereby agrees to be subject to the examination and audit by the County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under Contract.

4.20 <u>Data Security and Privacy – Protected Information</u>
Contractor acknowledges that its performance of services or activities under Contract may involve access to confidential information including, but not limited to, personally-identifiable information, protected health information, or individual financial information (collectively, "Protected Information") that is subject to Federal, State or other laws restricting the use and disclosure of such information. Contractor agrees to comply with all applicable Federal and State laws restricting the access, use and disclosure of Protected Information.
   a.   Contractor agrees to hold County's Protected Information, and any information derived from such information, in strictest confidence. Contractor shall not access, use or disclose Protected Information except as permitted or required by Contract or as otherwise authorized in writing by County, or applicable laws.
   b.   Contractor agrees to protect the privacy and security of County's Protected Information according to all applicable laws and regulations, by commercially-acceptable standards, and no less rigorously than it protects its own confidential information, but in no case less than reasonable care. Contractor shall implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of County's Protected Information.
   c.   Within 30 days of the termination, cancellation, expiration or other conclusion of Contract, Contractor shall return the Protected Information to County unless County requests in writing that such data be destroyed. Contractor shall certify in writing to County that such return or destruction has been completed.
   d.   Contractor agrees to include the requirements contained in paragraphs 10.20(a) through 10.20(d) inclusive, in all subcontractor contracts providing services under Contract.

SECTION 5. Official Proposal Form

The undersigned offers and agrees to furnish all work, materials, equipment or incidentals required to complete the services subject to this Request for the costs stated below and in conformance with all plans, specifications, requirements, conditions and instructions of County of Santa Cruz request for proposal #24P1-002. Complete the following requirements in your response:

1. Respondent/Primary Contact:

Vendor Name:	
Vendor Address:	
Vendor Phone:	
Vendor Website:	
Primary Contact	
Name:	
Title:	
Phone:	
Email Address:	

Respondent shall include with Proposal per Section 3.7:

- ☐ Title Page
- ☐ Table of Contents
- ☐ Completed Section 5, Official Proposal Form
- ☐ Executive Summary
- ☐ Scope of Services
- ☐ Vendor Qualifications and Experience
- ☐ Proposed Application Software and Computing Environment
- ☐ Third-Party Products/Optional Software
- ☐ Responses to Functional/Technical Requirements
- ☐ Implementation Plan
- ☐ Training Plan
- ☐ Maintenance and Support Program
- ☐ Client References
- ☐ Cost Proposal
- ☐ Exceptions to the RFP
- ☐ Sample Documents
- ☐ Required Exhibits and Attachments
  - o Exhibit A- Respondent Fact Sheet
  - o Exhibit B- Customer References
  - o Exhibit C- Designation of Subcontractors
  - o Exhibit D- Non-Collusion Declaration
  - o Exhibit E- Protest and Appeals Procedures
  - o Attachment #1 - Vendor Qualifications and Experience
  - o Attachment #2 - Functional Requirements
  - o Attachment #3 - Cost Proposal – Worksheets
  - o Attachment #4 – Cost Narrative
  - o Attachment #5 – Data Security Attestation
  - o Attachment #6 – AI Fact Sheet

Has the Respondent complied with all specifications, requirements, terms and conditions of this Proposal?

Yes _____   No _____

A "no" answer requires a detailed explanation giving reference to all deviations to be submitted on company letterhead in attachment form. All exceptions must reference the RFP paragraph and section number followed by an explanation

If you are the successful Respondent, will you extend costs quoted to the County of Santa Cruz to other municipalities, districts or jurisdictions (political subdivisions)?

Yes _____   No _____

If discounts quoted herein are offered to other political subdivisions, additional delivery charges, if any, must be negotiated between that political subdivision and the Supplier.

I declare under penalty of perjury that I have not been a party with any other respondent to offer a fixed cost in conjunction with this Request for Proposal.

Executed in _____, California, on _____, 2025

SIGNATURE _____   TITLE _____

PRINTED NAME OF PERSON WHOSE SIGNATURE APPEARS _____

NAME OF FIRM _____

ADDRESS _____CITY _____STATE_____ ZIP _____

TELEPHONE _____ DATE _____

EMAIL ADDRESS _____

SECTION 6.   EXHIBITS

Exhibit A
RESPONDENT FACT SHEET

Name of Contractor: _____

Contractor Tax ID#: _____

Contractor operates and business is classified as:

___ Sole Proprietor   ___ Partnership   ___ Corporation

___ Government   ___ Fiduciary   ___ Other

Is Contractor:

1. Authorized to do business in California?   Yes ___ No ___

2. A California-registered small business?   Yes ___ No ___

3. A disabled-owned business?   Yes ___ No ___

4. A women-owned business?   Yes ___ No ___

5. A minority-owned business?   Yes ___ No ___

6. Certified as a minority business by any public agency?   Yes ___ No ___

    If yes, name of agency: _____

    Name of certifying officer: _____ Phone #: _____

7. A Disadvantaged Business Enterprise (DBE) according to the definitions on next page. If yes, indicate composition of ownership below.

    ___% Disabled   ___% Women   ___% Black

    ___% Hispanic   ___% Asian American   ___% Native American

Contractor has been in continuous operation under the present business name for ___ years.

Contractor's annual sales volume is $_____

Debarment/Suspension Information: Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity?

Yes* ___ No ___

*If Yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension below, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

Name: _____   Phone: _____

Reason for debarment/suspension (use additional pages if needed):

Standard Definitions

Standard definitions for minority/women/disabled business enterprise for the purposes of Santa Cruz County Contract Compliance Procedures shall be as follows:

1. A **Minority Business Enterprise** (MBE) is a small business owned and controlled by one or more minorities or women. Owned and controlled means that:

    A. At least 51 percent of the small business concern is owned and controlled by one or more Minorities or women or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by one or more minorities or women; and
    B. Its management and daily business operations are controlled by one or more such individuals.

2. A **Women Business Enterprise** (WBE) is a small business, owned and controlled by one or more women. Owned and controlled means that:

    A. At least 51 percent of the small business concern is owned by one or more women; and
    B. Its management and daily business operations are controlled by one or more women who own it.

3. A **Disabled Owned Business Enterprise** (DOBE) is a small business owned and controlled by one or more disabled persons. Owned and controlled means that:

    A. At least 51 percent of the small business concern is owned by one or more disabled persons; and
    B. Its management and daily business operations are controlled by one or more disabled persons who own it.

NOTE: Certain projects conducted under state and federal oversight may have additional definitions and requirements.

Exhibit B
Customer References

Provide four (4) customer references for whom you have furnished similar services in size and nature. Customers within the County and public agencies are preferred.

1. Agency Name: _____

   Agency Address: _____

   Contact Name: _____

   Contact Title: _____

   Contact Phone: _____

   Contact Email: _____

   Service Type: _____

2. Agency Name: _____

   Agency Address: _____

   Contact Name: _____

   Contact Title: _____

   Contact Phone: _____

   Contact Email: _____

   Service Type: _____

3. Agency Name: _____

   Agency Address: _____

   Contact Name: _____

   Contact Title: _____

   Contact Phone: _____

   Contact Email: _____

   Service Type: _____

4. Agency Name: _____

   Agency Address: _____

   Contact Name: _____

   Contact Title: _____

   Contact Phone: _____

   Contact Email: _____

   Service Type: _____

Exhibit C
Designation of Subcontractors

Provide the following information for each subcontractor. A Subcontractor is one who either (1) performs work for or (2) provides a service to the Respondent. If there are no subcontractors, please state "NONE".

1. Subcontractor Name: _____

   Subcontractor Address: _____

   Services to be performed:

2. Subcontractor Name: _____

   Subcontractor Address: _____

   Services to be performed:

3. Subcontractor Name: _____

   Subcontractor Address: _____

   Services to be performed:

4. Subcontractor Name: _____

   Subcontractor Address: _____

   Services to be performed:

Exhibit D
Non-Collusion Declaration

TO BE EXECUTED BY RESPONDENT AND SUBMITTED WITH Proposal

I,_____, am the
                                    (Name)

_____ of _____,
              (Position/Title)   (Company)
the party making the foregoing Proposal that the Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Proposal is genuine and not collusive or sham; that the respondent has not directly or indirectly induced or solicited any other respondent to put in a false or sham Proposal; and has not directly or indirectly colluded, conspired, connived, or agreed with any respondent or anyone else to put in a sham Proposal, or that anyone shall refrain from bidding; that the respondent has not in any manner directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the respondent or any other respondent, or to fix any overhead, profit, or cost element of the bid price, or of that of any other respondent, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the Proposal are true; and, further, that the respondent has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

_____   _____
              (Date)   Signature of Authorized Representative

_____   _____
Name of Bidder (Firm, Corp., Individual)   Title of Authorized Representative

Exhibit E
Protests and Appeals Procedures

1. **Protests to the General Services Director**
   Any actual or prospective bidder, offeror or Respondent who is allegedly aggrieved in connection with the solicitation or award of a permit, other than a bid protest, may protest to the General Services Director. The protest shall be submitted <u>in writing</u> to the General Services Director (Purchasing Agent) within five (5) working days after Respondents have been notified of the County Board of Supervisors approval of an award.

2. **Decision of the General Services Director**
   Following consultation with County Counsel, the General Services Director shall issue a written decision within ten (10) working days after receipt of the protest. The decision shall:
   (a) State the reason for the action taken;
   (b) Inform the protestant that a request for further administrative appeal of an adverse decision must be submitted in writing to the Clerk of the Board of Supervisors within seven (7) working days after receipt of the decision made by the General Services Director. However, if the underlying protested award is not subject to approval by the Board of Supervisors (contracts for services for up to $200,000), then the General Services Director's decision shall be final.

3. **Protests and Appeals to the Board of Supervisors**
   (a) If permitted under Section 2(b) above, the decision of the General Services Director may be appealed to the Board of Supervisors.
   (b) Any actual or prospective bidder, offeror or Respondent who is allegedly aggrieved may protest a bid to the Board of Supervisors.

4. **Time Limits for Filing Protests and Appeals to the Board of Supervisors**
   Protests and appeals to the Board of Supervisors must be filed no later than ten (10) working days after the date of the decision being protested or appealed. The County shall be considered an interested party. When the appeal period ends on a day when the County offices are not open to the public for business, the time limits shall be extended to the next full working day.

5. **Content of Protest and Appeal; Stay of Award**
   Any appeal or protest shall be filed in writing with the Clerk of the Board of Supervisors and shall state, as appropriate, any of the following:
   • A determination or interpretation is not in accord with the purpose of these procedures or County Code;
   • There was an error or abuse of discretion;
   • The record includes inaccurate information; or
   • A decision is not supported by the record.
   In the event of a timely appeal before the Board of Supervisors under this Section, the County shall not proceed further with the solicitation or with the award of the permit until the appeal is resolved, unless the County Administrative Officer, in consultation with County Counsel, the General Services Director, and the using department, makes a written determination that the award of the permit without delay is necessary to protect a substantial interest of the County.

6. **Protest and Appeal Procedure**
    (a) <u>Hearing Date.</u> A hearing before the Board shall be scheduled within thirty (30) days of the County's receipt of a protest or appeal unless the protestor and County both consent to a later date.
    (b) <u>Notice and Public Hearing.</u> The hearing shall be a public hearing. Notice shall be mailed or delivered to the protestor not later than ten (10) days before the scheduled hearing date.
    (c) <u>Hearing.</u> At the hearing, the Board shall review the record of the process or decision, and hear oral explanations from the protestor and any other interested party.
    (d) <u>Decision and Notice.</u> After the hearing, the Board shall affirm, modify or revise the original decision. When a decision is modified or reversed, the Board shall state the specific reasons for modification or reversal. The Clerk of the Board of Supervisors shall mail notice of the Board decision. Such notice shall be mailed to the protestor within five (5) working days after the date of the decision, and to any other party requesting such notice.
    (e) A decision by the Board shall become final on the date the decision is announced to the public.

_____
                Signature

_____
                Print Name

_____
                Date

Exhibit F
Insurance Requirements & Certificates

Indemnification for Damages, Taxes and Contributions
In conjunction with work performed at and/or for County, to the fullest extent permitted by applicable law, Respondent shall exonerate, indemnify, defend, and hold harmless County (which for the purpose of paragraphs 5 and 6 shall include, without limitation, its officers, agents, employees and volunteers) from and against:
i.   Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it as a result of, arising out of, or in any manner connected with the RESPONDENT'S performance under the terms of this Contract, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property(ies) of RESPONDENT and third persons.
ii. Any and all Federal, State, and Local taxes, charges, fees, or contributions required to be paid with respect to RESPONDENT and RESPONDENT'S officers, employees and agents engaged in the performance of this Contract (including, without limitation, unemployment insurance, social security and payroll tax withholding).

Insurance
RESPONDENT, at its sole cost and expense, for the full term of this Contract (and any extensions thereof), shall obtain and maintain, at minimum, compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be considered in excess of RESPONDENT'S insurance coverage and shall not contribute to it. If RESPONDENT normally carries insurance in an amount greater than the minimum amount required by the COUNTY for this Contract, that greater amount shall become the minimum required amount of insurance for purposes of this Contract. Therefore, RESPONDENT hereby acknowledges and agrees that any and all insurances carried by it shall be deemed liability coverage for any and all actions it performs in connection with this Contract. Insurance is to be obtained from insurers reasonably acceptable to the COUNTY.

If RESPONDENT utilizes one or more subcontractors in the performance of this Contract, RESPONDENT shall obtain and maintain RESPONDENT's Protective Liability insurance as to each subcontractor or otherwise provide evidence of insurance coverage from each subcontractor equivalent to that required of RESPONDENT in this Contract, unless RESPONDENT and COUNTY unless modified or waived by COUNTY.

1. Types of Insurance and Minimum Limits
    a. Worker's Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall be required unless the Respondent has no employees and certifies to that fact.
    b. Automobile Liability Insurance for each of Respondent's vehicles used in the performance of Contract, including owned, non-owned (e.g. owned by Respondent's employees), leased or hired vehicles, in the minimum amount of $500,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage is required unless the Respondent does not drive a vehicle in conjunction with any part of the performance of Contract and Respondent and County both certify to that fact.
    c. Comprehensive or Commercial General Liability Insurance coverage at least as broad as the most recent ISO Form CG 00 01 with a minimum limit of $1,000,000 per occurrence, and $1,000,000 in the aggregate, including coverage for: (a) products and completed operations, (b) bodily and personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.
    d. Professional Liability Insurance in the minimum amount, to be determined by Respondent and County as applicable, combined single limit.

2. Other Insurance Provisions
    a. As to all insurance coverage required herein any deductible or self-insured retention exceeding $5,000 shall be disclosed to and be subject to written approval by County.
    b. If any insurance coverage required in Contract is provided on a "Claims Made" rather than "Occurrence" form, Respondent agrees that the retroactive date thereof shall be no later than the date first written above (in the first paragraph on page 1), and that it shall maintain the required coverage for a period of three (3) years after the expiration of Contract (hereinafter "post Contract coverage") and any extensions thereof. Respondent may maintain the required post Contract coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post Contract coverage being both available and reasonably affordable in relation to the coverage provided during the term of Contract. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of Contract in order to purchase prior acts or tail coverage for post Contract coverage shall be deemed to be reasonable.
    c. All policies of Comprehensive or Commercial General Liability Insurance shall be endorsed to cover the County of Santa Cruz, its officials, employees, agents and volunteers as additional insureds with respect to liability arising out of the work or operations and activities performed by or on behalf of Respondent, including materials, parts or equipment furnished in connection with such work or operations. Endorsements shall be at least as broad as ISO Form CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01, covering both ongoing operations and products and completed operations.
    d. All required policies shall be endorsed to contain the following clause:
        This insurance shall not be canceled until after thirty (30) days' prior written notice (10 days for nonpayment of premium) has been given to the Contracting department.
        Should Respondent fail to obtain such an endorsement to any policy required hereunder, Respondent shall be responsible to provide at least thirty (30) days' notice (10 days for nonpayment of premium) of cancellation of such policy to the County as a material term of Contract
    e. Respondent agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide County on or before the effective date of Contract with Certificates of Insurance and endorsements for all required coverages. However, failure to obtain the required documents prior to the work beginning shall not waive the Respondent's obligation to provide them. All Certificates of Insurance and endorsements shall be delivered or sent to the Contracting department.
    f. Respondent hereby grants to County a waiver of any right of subrogation which any insurer of said Respondent may acquire against the County by virtue of the payment of any loss under such insurance. Respondent agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Attachment 1
Vendor Qualifications and Experience

No.	Company Requirements	Response
1.	Identify the company name, title, Address, phone and fax numbers, and e-mail address of the primary contact person for this project.	
2.	Provide a brief overview of your company including company size and organizational structure, history, number of years in business, number of employees, nature of business, and description of clients.	
3.	Identify any parent corporation and/or subsidiaries, if appropriate.	
4.	Provide a brief description of your company's professional development policies.	
5.	Give a brief description of the evolution of your company's software. Include the date of the first installed site and major developments that have occurred (e.g. new versions, new modules, porting of software).	
6.	How many implementations has your company completed?	
7.	How many implementations has your company completed in California?	
8.	Describe the experience your company has had with Public Defender's Offices. Include the length of time your company has worked with each public sector customer.	
9.	Provide a list of public sector customer installations by name, state (please list California customers first), and product. References should be similar in size and organization to Santa Cruz County. Include name, contact, address, telephone, system(s) installed and date of installation, number of users, and number of documents managed.	
10.	Include any material (including letters of support or endorsement from clients) indicative of the company's capabilities.	
11.	List all modules offered by the software vendor and whether these are fully integrated.	

Attachment 1
Vendor Qualifications and Experience (continued)

12.	Include any evaluations of the software and/or services firm by industry analysts.	
13.	If you are a national company with a California office, please also describe the history, size, and organizational structure of this office.	
14.	How many consultants with at least 2 years of implementation experience are on staff?	
15.	Of the consultants listed in question 14 above, how many have certifications for providing implementation services from the software vendor?	
16.	Of the consultants listed in question 14 above, how many have certifications for providing software implementation services from the software vendor?	
17.	How many consultants would your company be able to assign to this project?	
18.	How many support or administrative staff does your company have? How many are located in California?	
19.	How many staff members are on your company's sales team in California?	
20.	Please describe software platform migrations you have successfully completed.	

Attachment 2
Functional Requirements

24P1-002 ATTACHMENT #2 - FUNCTIONAL REQUIREMENTS

Vendors must respond to each requirement as follows:

Functional Requirements Answer Key	
Y (Yes)	Software meets this requirement completely and it is part of the standard package. Include pricing if applicable.
O (Optional)	Software meets this requirement completely but is not part of the standard package. Include price for option if applicable.
M (Modify)	Software does not currently meet this requirement, but can be modified and included with the software delivered at no additional cost. If the modification is chargeable, please indicate amount in Pricing field. Include estimated date of availability in the comments.
D (In Development)	Software does not currently meet this requirement, but it will be available in a future release of the application at no additional cost. If the modification is chargeable, please indicate amount in the comments. Include estimated date of availability in the comments.
N (No)	Software does not currently meet this requirement, has no plans to develop and cannot or will not be modified.

NOTE: "Ability to" means the current capability to perform the process or function. Where requested, please describe how your application performs the function.
If additional room is required for answers, include comment pages in specifications portion of the proposal.

General and Technical				
Req		Criticality	Vendor Response	Comments
	Technical Environment			
GT.1	The system has the ability to flow all changes made in the system throughout all proposed system modules without the need for duplicate data entry.	Critical		
GT.2	Any on prem database must run on MS SQL.	Critical		
GT.3	The system has the ability to import and export data with web services formats.	Critical		
GT.4	The system has the ability to segregate active...			
GT.5	The system has the ability to segregate activ...			
GT.6	The system has the ability to support API's (Application Programming Interface) for third-party and in-house built system integration.	Critical		
GT.7	The system has its own API keys and connectors for third-party and in-house system integration.	Critical		
GT.8	The system has the ability to provide a centralized data dictionary, that fully describes table structure and appropriate levels of metadata.	Critical		
GT.9	The system has the ability to support multiple web browsers (Chrome...)			
The system must be able to accomplish all data manipulations while still maintaining the following response times:				
GT.10	Lookup of a record with a specific keyed value should not take more than 3 seconds.	Critical		
GT.11	Moving from one record to another should not take more than 2 seconds.	Critical		
GT.12	Moving from screen to screen or field to field should not take more than 1 second.	Critical		
GT.13	Recording of a specific keyed screen values...	Critical		
GT.16	The system has the ability to support a production, test and development environment including the ability to track software changes applied to each environment and roll back as necessary.	Critical		
GT.17	The system has the ability to be fully operational without an instance of an installed client on the desktop.	Critical		
Document Management				
GT.18	The system has the ability to provide "Document Management System" functionality to track electronic files associated with specific system records.	Critical		
GT.19	The system has the ability to use "drag and drop" or file upload functionality to associate documents to transactions within the system.	Critical		
GT.20	The system has the ability to link imported documents to specific records.	Critical		
GT.21	The system has the ability to index documents to the system.	Critical		
GT.22	The system has the ability to allow a user to scan documents directly into the system.	Critical		
GT.23	The system has the ability to export a file directly for document storage.	Critical		
GT.24	The system has the ability to interface to an external document management system.	Critical		
GT.25	The system has the ability to email a linked file to another party (internally or externally).	Critical		
GT.26	The system has the ability to identify records with imaged documentation.	Critical		
GT.27	The system has the ability to associate electronic files with a system record (e.g., Excel, Word, PDF, .jpg).	Critical		
GT.28	The system has the ability to support the archiving of scanned documents, according to County defined schedules, allowing for differing schedules based on the document-type, module, and/or other County defined elements.	Critical		
GT.29	The system has the ability to support a hierarchy for archival of data records.	Critical		
GT.30	The system has the ability to electronically capture and store files, with Optical Character Recognition (OCR) capabilities.	Critical		
Security				
GT.31	The system has the ability to utilize the County's LDAP (Active Directory) user validation to achieve single sign-on, regardless of deployment method.	Critical		
GT.32	The system has the ability to operate in a multi-domain environment (e.g., if the County operates two separate AD domains).	Critical		
GT.33	The system has the ability to inherit groups from Active Directory for application authentication.	Desired		
GT.34	The system has the ability to support single sign-on (SSO) capability in multiple environments.	Critical		
GT.35	The system has the ability to use two-factor authentication (2FA) or three factor authentication (3FA) for access to the application.	Critical		
GT.36	The system has the ability to store passwords in encrypted form.	Critical		
GT.37	The system has the ability to support nested AD groups.	Critical		
GT.38	The system has the ability to associate roles with AD groups.	Critical		
GT.39	The system has the ability to encrypt data stored in the database in the production, development, and test environments.	Critical		
GT.40	The system has the ability to encrypt data stored in the application in the production, development, and test environments.	Critical		
GT.41	The system has the ability to encrypt data in transit (end-to-end).	Critical		
GT.42	The system has the ability to initiate and complete access to security roles and can do so for user and/or system administrator-defined periods of time.	Critical		
GT.43	The system has the ability to allow the County to determine which fields are visible to roles.	Critical		

Attachment 3
County Hosted Cost Worksheet and Subscription Cost Worksheet

Instructions: Open spreadsheet link and complete appropriate data. There are two tabs at the bottom of the Excel document.

One tab is for County Hosted Costs and one is for Subscription costs.

Attachment 4
Cost Narrative

Proposer is instructed to complete and submit the Price Proposal under separate cover as identified herein. Proposer to use the following subheader format as provided below.

I. PART I: COST WORKSHEETS

Proposer to submit and complete the Cost Worksheets as contained in **Attachment 3.** Proposers shall not modify the worksheets in any way. The County understands that there will be potentially four primary types of costs associated with procuring a new system: software licensing, implementation services, annual maintenance costs, and annual subscription costs.

The below statements are provided to further guide the Proposer on how to fill out the cost worksheets.

a. **Software Licensing Cost:** Software license costs include all costs related to licensing the software application and include third-party software license fees, where applicable. In presenting software license fees, the Proposer shall:

- Explain all factors that could affect licensing fees in the Vendor Notes field of **Attachment 3.**

- To the extent possible, the Proposer shall show any applicable discounts separately from the prices for products and Services.

b. **Implementation Services Cost:** Implementation service costs typically include all costs related to professional services (including general implementation, project management, configuration, and other professional services), data conversion, customization, and training. It is important to note the following:

- In the event the product or service is provided at no additional cost, the item should be noted as "No charge."

- In the event the product or service is not being included in the Proposal, the item should be noted as "No bid."

- Proposer shall make clear the basis of calculation for all fees and costs.

- All estimated travel expenses and related out-of-pocket costs must be included as a separate line item in **Attachment 3** on a not-to-exceed basis. The County shall not be liable for additional travel costs or out-of-pocket costs incurred for any reason outside the County's control. Travel expenses will be paid as incurred on a monthly basis.

c. **Annual Maintenance Cost:** Annual maintenance costs include the annual maintenance and support fees for the application environment. **The County reserves the right to negotiate the proposed cost with the Respondent prior to contract signing. Agreed-to costs and cash discounts are to be firm through the first term of the contract. If renewed on expiration, rates may be adjusted by mutual agreement. Any increase will be no more than the change in the Consumer Price Index for the San Francisco, Oakland and Hayward, CA area for the twelve (12) months preceding the agreement's expiration date, plus the annual Living Wage increase. A subsequent CPI and/or materials cost decrease shall be passed on to the County.** Unless a standard offering or otherwise included in scope of the Proposal, Proposers shall list any disaster recovery, enhanced support, or annual hosting server upgrade or other costs as optional.

d. **Ongoing Software Subscription Cost (If SaaS Deployment):** Ongoing software subscription costs include the annual payments for access to the software, hosting costs, backup costs, and potentially disaster recovery provisions. The County expects to pre-negotiate any rates of increase in these costs in the first 10 years. **The County reserves the right to negotiate the proposed cost with the Respondent prior to contract signing. Agreed-to costs and cash discounts are to be firm through the first term of the contract. If renewed on expiration, rates may be adjusted by mutual agreement. Any increase will be no more than the change in the Consumer Price Index for the San Francisco, Oakland and Hayward, CA area for the twelve (12) months preceding the agreement's expiration date, plus the annual Living Wage increase. A subsequent CPI and/or materials cost decrease shall be passed on to the County.**

II. PART II: TRAVEL AND EXPENSE EXHIBIT

Proposer to submit a travel and expense policy that will apply for the duration of the Project up to final payment and for the future as it relates to any renewal terms. The County requests that vendors traveling to perform onsite services stay in lodging accommodations within County limits. The County expects that vendors do not charge professional services rates for time spent in connection with traveling to and from the County to perform services.

Confirm Exhibit attached in Price Proposal

III. PART III: PAYMENT AND RETAINAGE TERMS

Proposer to submit a brief statement of agreement with the payment and retainage terms identified herein for each Cost Worksheet submitted. If a Proposer does not agree with all items, a description should be provided for those items for which an exception is taken.

Proposer confirms that the RFP proposal is submitted in compliance with the payment and retainage terms provided below in Part III, Payment and Retainage Terms.

Brief Statement:

The County requests that the following Payment and Retainage Terms be utilized for the County's Project:

a. **Software Licensing:** Use of an acceptance-based payment schedule for software licensing.

   i. Potential milestones including system deployment, Phase Kickoff, Initial Module/System Configuration, Approval of Phase Go-Live, and Acceptance of System. The County expects that licensing for any software modules will not be payable until the associated project phase for that module begins. For example, if Module X were a part of a potential Phase II to the project, the County would expect to have payment milestones for Module X begin with the phase kickoff for Phase II.

   ii. *Proposer shall fully describe their proposed milestone-based payment schedule for software licensing as part of their Price Proposal.*

Brief Statement:

b. **Implementation Services Cost:** Implementation service costs typically include all costs related to implementation, configuration, data conversion, customization, and training.

   i. The County prefers that implementation service costs be proposed as "not-to-exceed" amounts and that the County will be charged for Services as incurred up to the not-to-exceed amounts. Establishment of a not-to-exceed amount does not obligate the County to expend the full amount.

   ii. The County prefers that services be invoiced on a deliverable, phased, or milestone basis.

   iii. The County prefers that twenty percent (20%) of each invoice for the implementation service costs will be retained (as a "holdback") until successful completion, and the County's written acceptance, of the Project.

Brief Statement:

c. **Annual Maintenance Cost:** The County expectation is that it will not pay maintenance fees on functional areas being implemented nor will the annual maintenance period begin until formal the County acceptance has been provided to approve live processing for the associated Project phase. *For example, the annual maintenance fees associated with the time and attendance module will be paid upon the County acceptance of the Project phase associated with the time and attendance module.*

Brief Statement:

d. **Ongoing Software Subscription Cost (If SaaS Deployment):** Ongoing software subscription costs include the annual payments for access to the software, hosting costs, backup costs, and potentially disaster recovery provisions. The County expects that subscription costs for software modules will not be payable until the associated project phase for that module begins. For example, if payroll were a part of a potential Phase II to the project, the County would expect to have payment for the payroll module begin with the phase kickoff for Phase II. The County expects to pre-negotiate any rates of increase in these costs in the first 10 years.

Brief Statement:

IV. NARRATIVE DESCRIPTION OF PRICE PROPOSAL

Proposers are encouraged to include a narrative description of the proposed costs, including, at a minimum the following;

a. Any optional services/offerings for professional services

Brief Statement:

b. Any discounts that have been offered

Brief Statement:

c. Any additional service offerings that may be out of scope, but may be available on an optional basis to serve to shift some of the implementation work effort from the County to the vendor during implementation.

Statement:

d. Any projected or anticipated cost savings or cost avoidance considerations related to the proposed software and services (savings in the County staff time, savings in ongoing hardware acquisition/maintenance costs, etc.)

Statement:

e. A description of any future upgrade costs, including upgrades to hardware, software, and related professional services costs (such as training, configuration, and other anticipated services costs related to upgrades in the future)

Statement:

f. A description of the estimated travel costs, including the number of trips, average duration of trips and number of staff included per trip, average cost per trip, and whether seasonality in pricing has been considered in the travel estimate

Statement:

g. Other topics or statements related to the price proposal that the Proposer feels will help the County better understand the pricing structure or key differentiators for the proposed products and services

Statement:

V. STANDARD QUOTE FORMAT

Proposer to include at the end of Attachment 4, as supporting documentation aligning with the total costs proposed within Attachment 3, a copy of any relevant quote/order form using the Proposer's standard format.

Attachment 5
Data Security Attestation

I attest that the Software Solution as presented:

    a. Shall store and transfer non-public County data only within the United States.

    b. All locations that would host Non-public County data have been certified by the third-parties and certifications are included with the response to this RFP.

    c. All non-public data in transit shall be encrypted, regardless of the transit mechanism.

    d. All sensitive personally identifiable or otherwise confidential information shall be encrypted at rest. Encryption to be consistent with validated cryptography standards as specified in National Institute of Standards and Technology Security Requirements.

    e. The system shall maintain system security logs and the vendor shall allow the County access to system security logs that affect this engagement, its data and or processes. This includes the ability for the County of Santa Cruz to produce or request a report of the records that a specific user accessed over a specified period of time.

Attested by (Name, Company):

Signature:_____   Date:_____

Attachment 6

AI FactSheet for Third Party Systems

Please provide details regarding your Artificial Intelligence (AI) product by filling out the FactSheet[1] template below. [Agency] may release the information provided in this FactSheet to the public. You can find an example of a completed FactSheet on page 4.

AI FACTSHEET

Vendor Name	
System Name	
Overview	Brief summary of the AI system.
Purpose	What function does the AI system perform, and for what purpose? If the system performs multiple functions, list each discretely and reference below. For features that are configurable, please describe all configuration options and default settings.
Intended Domain	What domain is the AI system intended to be applied in?
Training Data	How was the AI system trained? What data was used? How often is data added to the training set? Was all training data legally obtained and its use fully licensed?
Test Data	What data was used to test system performance? Under what conditions has the system been tested?
Model Information	General description of the model(s) used (e.g., large language model, transformer, deep learning, supervised learning, built on an existing open source model, computer vision)
Update procedure	In general, how often are the models updated for users? Will the user have a choice in moving to the updated model or staying on the current model? What documentation is available for new versions of the model?
Inputs and Outputs	What are the inputs to the AI system? What are its outputs? What interfaces and integrations are supported?

---

[1] The FactSheet template is heavily inspired by the IBM Research AI FactSheets 360 project.

Performance Metrics	What are the performance metrics? What is your current level of performance on these metrics? How can the user monitor performance in the deployment environment?
Bias	What biases does the tool exhibit and how does it handle that bias? This can include but is not limited to biases on human factors such as gender, race, socioeconomic status, disability, culture, age, or other protected classes, or biases on general factors such as a sampling bias, survivorship bias, detection bias, or observer bias.
Robustness	How does the AI system handle outliers? Do overwritten decisions feed back into the system to help calibrate it in the future?
Optimal Conditions	What conditions does the model perform best under? Are there minimum requirements for the quantity of records/observations?
Poor Conditions	What conditions does the model perform poorly under? What are the limitations of the AI system? What kinds of errors can it make (e.g., hallucinations) and what conditions make those errors more likely?
Explanation	How does the AI system explain its predictions? Are the outcomes of the AI system understandable by subject matter experts, users, impacted individuals, and others?
Jurisdiction-specific Considerations	Please describe any considerations relevant to local, state, industry, or other specific jurisdictional regulations.

Algorithmic Impact Assessment Questionnaire

How is the AI tool monitored to identify any problems in usage? Can outputs (recommendations, predictions, etc.) be overwritten by a human, and do overwritten outputs help calibrate the system in the future?

Problems in usage can include false negatives, false positives, bias, hallucinations, and human-reported quality issues (such as poor translations or poorly generated images).

How is bias managed effectively?

This can include ways to monitor bias, or abilities to toggle parameters to change observed bias in the model.

Have the vendors or an independent party conducted a study on the bias, accuracy, or disparate impact of the system? If yes, can the Agency review the study? Include methodology and results.

This can include bias impact reports, algorithmic impact reports, or others.[2]

How can the Agency and its partners flag issues related to bias, discrimination, or poor performance of the AI system?

This can include ways to report inaccurate or concerning decisions/classifications made by the AI system, or ways to retroactively review past system actions.

How has the Human-Computer Interaction aspect of the AI tool been made accessible, such as to people with disabilities?

Has it been assessed against any usability standards, and if so what was the result?

Please share any relevant information, links, or resources regarding your organization's responsible AI strategy.

URL to any broad AI policy or strategy.

---

[2] See "Algorithmic bias detection and mitigation: Best practices and policies to reduce consumer harms" for an example bias impact report template: https://www.brookings.edu/articles/algorithmic-bias-detection-andmitigation-best-practices-and-policies-to-reduce-consumer-harms/.

EXAMPLE FACTSHEET[3]

This is an example of the AI FactSheet above completed by a fictitious company. This is only here for reference and does not need to be included in the completed form.

Vendor Name	XYZ Technologies, Inc.
System Name	Audio Classifier
Overview	This document is a FactSheet accompanying the Audio Classifier model on IBM Developer Model Asset eXchange.
Purpose	This model classifies an input audio clip.
Intended Domain	This model is intended for use in the audio processing and classification domain.
Training Data	The model is trained on the AudioSet dataset by Google. New data is added to the training set [time]. The AudioSet database was legally obtained and its use is fully licensed.
Test Data	The test set is also part of the AudioSet data. There was a 70:20:10% split of the data into train:val:test. The ratio of samples/class was maintained as much as possible in all the splits. The system has been tested in [type] conditions.
Model Information	The audio classifier is a two-stage model: • The first model (MAX-Audio-Embedding-Generator) converts each second of input raw audio into vectors or embeddings of size 128 where each element of the vector is a float between 0 and 1. • Once the vectors are generated, there is a second deep neural network that performs classification.
Update procedure	In general, the model is updated annually. If the user does not wish to move to the updated model, the user cannot continue to use the system. Documentation for all new versions of the model can be found on the website at this link.
Inputs and Outputs	Input: a 10 second clip of audio in signed 16-bit PCM wavfile format.

Example

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[3] The example FactSheet is taken from IBM Research AI Factsheet 360's Audio Classifier sample.

Output: a JSON with the top 5 predicted classes and probabilities.

Performance Metrics

Metric	Value
Mean Average Precision	0.357
Area Under the Curve	0.968
d-prime	2.621

The user can regularly monitor these metrics [here].

Bias

The majority of audio samples in the training data set represent voice and music content. Potential bias caused by this over-representation has not been evaluated. Careful attention should be paid if this model is to be incorporated in an application where bias in voice type or music genre is potentially sensitive or harmful.

Robustness

This audio classifier is not robust to the L-infinity and L2 norms for the HopSkipJump attack.

	L2	L-Infinity
5th Percentile	887.0 (200.9)	5.5 (4.9)
10th Percentile	1496.6 (720.6)	7.53 (5.73)
15th Percentile	3723.1 (4707.2)	52.8 (41.8)
25th Percentile	7187.9 (---)	187.6 (198.1)
50th Percentile	11538.6 (---)	502.8 (---)

The susceptibility of the model to the two attacks. The parenthetical values in the table above represent the fitted curve evaluated at 11 iterations. (When we are unable to fit a curve, or the result is negative, we denote by ---.)

Overwritten decisions are fed back into the system to help calibrate it in the future.

Optimal Conditions

- When the input audio contains only one or two distinct audio classes.
- When the audio quality is high with lesser noise.

Poor Conditions

The system can misclassify audio:

- When the audio contains more than two distinct classes, and
- When the audio quality is low with more noise.

Explanation

While the model architecture is well documented, the model is still

Example

a deep neural network, which largely remains a black box when it comes to explainability of results and predictions.

Jurisdiction-specific Considerations	N/A

Algorithmic Impact Assessment Questionnaire

How is the AI tool monitored to identify any problems in usage? Can outputs (recommendations, predictions, etc.) be overwritten by a human, and do overwritten outputs help calibrate the system in the future?	The system can be monitored in usage, and audio classification decisions can be retroactively overwritten by a human. The overwritten decisions can help calibrate the system in the future if desired.
How is bias managed effectively?	Users have access to performance metrics that can be used to understand if the bias in voicetype or music style is harmful.
Have the vendors or an independent party conducted a study on the bias, accuracy, or disparate impact of the system? If yes, can the Agency review the study? Include methodology and results.	Yes. Results from the third-party study can be provided upon request.
How can the Agency and its partners flag issues related to bias, discrimination or poor performance of the AI system?	The system provides a web portal to each customer to show the results of the system and its impact on transit performance in the form of reports and graphs.
How has the Human-Computer Interaction aspect of the AI tool been made accessible, such as to people with disabilities?	The system is embedded into a graphics user interface that is compliant with modern screen readers, and provides the option for autogenerated dictation of text on the screen.
Please share any relevant information, links, or resources regarding your organization's responsible AI strategy.	Information about our responsible AI strategy can be found on our website at this link.

Example