

Linn County, Oregon



Request for Proposals

**Linn County District Attorney Case
Management System Replacement**

Bid Number 2022-188

July 15, 2022

DA POINT OF CONTACT

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PROPOSALS DUE:
October 15, 2022
by
5:00 PM PST
at
300 SW 4th Ave, Rm 100
Albany, OR 97321

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SECTION B – GENERAL INFORMATION

B.1 Introduction.

The Linn County District Attorney (“LCDA”) is currently accepting proposals from private organizations to replace JustWare from Journal Technologies, its current case management system (CMS).

Additional details on the scope of services to be provided is included in Section C - Scope of Work.

The County anticipates the award of one contract from this RFP, with the contract anticipated to start in October 2022. The initial Contract term shall begin at execution through December 2023, with annual maintenance agreements not beyond an additional 8 years.

B.2 Schedule.

The table below represents a tentative schedule of events. All times are listed in Pacific Time. All dates listed are subject to change.

Event	Date	Time
Questions / Requests for Clarification Due	October 1, 2022	5:00 PM PST
Closing (Proposals Due)	October 15, 2022	5:00 PM PST
Issuance of Notice of Award (approx.)	November 15, 2022	
Anticipated Start Date (approx.)	December 15, 2022	

B.3 Point of Contact.

The Point of Contract (POC) for this RFP is identified on the Cover Page of this RFP, along with the POC’s contact information. Proposers shall direct all communications related to any provision of the RFP, whether about the technical requirements of the RFP, contractual requirements, the RFP process, or any other provision only to the POC.

B.4 Authority.

The County is issuing this RFP pursuant to its authority under both state law and Linn County Code. The County is using the Request for Proposals method of procurement, pursuant to ORS 279B.060 and LCPR 137-047.

SECTION C – SCOPE OF WORK

C.1. Overview.

The Linn County District Attorney’s Office (LCDA) is responsible for enforcing the laws of Oregon, supporting the Constitution, and upholding and enforcing the integrity of the judicial and correctional systems. LCDA is responsible for seeking justice through:

- Promoting accountability for criminal offenders;
- Interpreting, enforcing and executing law;
- Responding to the concerns of victims and the public; and
- Working cooperatively with members of the justice system.

LCDA reviews police reports alleging violations of laws within Linn County's boundaries, prosecutes crimes reported therein, upholds court orders, and provides a Victim Assistance Program. LCDA is dedicated to public safety and works closely with its public safety partners, as well as relying on technology, to successfully manage its caseload.

C.2 Objective.

The objective of this RFP is the selection and acquisition of software and hardware, installation, training and maintenance costs to replace or upgrade the current LCDA CMS. The overall goals are as follows:

- Improve service to the public;
- Provide user-friendly software applications for attorneys and staff;
- Provide an accurate and efficient means to manage the District Attorney’s Office data collection;
- Provide security to ensure confidentiality while providing ease of access through roles and permissions;
- Provide flexibility to allow for emerging technologies and future expansion;
- Access to data in the courtroom and in the field; and
- Provide integrated solutions for data sharing and workflow amongst various departments and our customers as necessary.

LCDA currently uses several applications to track and manage the prosecution of criminal cases. They are defined as follows:

- JustWare (JW) – legacy case management system from Journal Technologies.
- WebLEDS is a web-based software that presents a graphical interface to Oregon State Police (OSP) Law Enforcement Data Systems (LEDS). LEDS is the primary system used by all law enforcement agencies in Oregon to access state, interstate and nationwide criminal record information.
- Oregon eCourt Case Information (OECI).
- OJD eFiling (File & Serve)
- Laserfiche (LF)
- Key Bank for payment processing of Discovery fees
- Linn County Sheriff’s Office (LCSO)
 - Jail Intake Custom Integration
 - Laserfiche for records
 - WatchGuard body cams and videos
- Lebanon Police Department (LPD)
 - Evidence.com for records and WatchGuard body cams and videos
- Albany Police Department (APD)
 - Laserfiche for records
 - WatchGuard for body cams and videos

C.3 Services to be Provided.

LCDA is seeking a software solution that provides enterprise capabilities for real-time sharing of electronic documents and/or data between various internal and external community partners. The platform and product making up the new CMS must be scalable as additional services are added and flexible so changes can be made without extensive reprogramming. Additionally, the system must:

- Be compliant with State of Oregon records retention archiving rules as stated in Oregon Administrative Rules 166-150-0095 (OAR 166-150- 0095) and any other applicable OARs or Oregon Revised Statutes;
- Be compliant with Oregon Justice Department eFiling requirements; and
- Be compliant with FBI Criminal Justice Information Services (CJIS).

LCDA will provide the following support for the implementation of the software solution: subject matter experts, a project coordinator, and necessary IT resources to achieve all goals and objectives.

C.4 Scope of Work – Planning and Execution.

The awarded Proposer shall provide and install new software, software maintenance, data conversion/migration, training and support. The application software and hardware configuration must comply with the “High” features from the Product Solution Features matrix (Exhibit D).

The awarded Proposer will work with County IT Staff to install an integrated hardware/software environment for the DA's Office, provide resources required from the areas of computer systems hardware, software, technical training, conversion, maintenance and services support.

Implementation will be executed in a phased manner, with business and technical training to be delivered by the awarded Proposer to support skills needed for each phase. The phases are:

- Installation and replacement of JustWare and the critical workflow, report and document creation as determined by the DA's Office.
- Data conversion/mapping, validation and integration of Proposer's CMS and the other law and justice applications.
- Process validation and testing – criminal prosecution, medical examiner, etc.
- Specific deliverables developed and tested – documents, LCSO Interface, reports, automations/workflows.
- Transition to go-live and operations and training to DA's Office staff.

The awarded Proposer shall provide the Services and required Deliverables according to this RFP and the Information Technology Products and Services Contract (Exhibit A) hereby attached and incorporated by this reference, including the Acceptance Criteria and the Statement of Work.

The product supplied by awarded Proposer shall be the most recent commercially available version unless otherwise expressly authorized by County.

C.4.1 Product Solution Requirements. The Product Solution Features matrix contains multiple priority levels that define "High, Medium, and Low" requirements of the CMS for the County. The requirements defined as "High" are required features of the CMS. The categories are Administration, Case, Document, Entities, Interface, Notification, Reports, Security, System, Victim, Automation/Workflow and more. See Exhibit D.

C.4.2 Current Technical Environment. The product must be able to run under the current environment as shown below:

- The County is currently using Windows 10/11 for its desktop operating system, with future plans to upgrade all systems to Windows 11.
- Microsoft Office is the standard productivity suite. Office 2016 and newer versions are all in use.
- File and print services are provided by Microsoft file servers. Directory services are provided by Microsoft Active Directory.
- Most applications are hosted on Windows Sever 2016 R2 or newer. Microsoft SQL Server 2016 or newer is our preferred database platform.
- The majority of County servers are hosted on VMware ESX.
- County fiber is available geographically throughout the County which provides for gigabit connectivity to most locations.
- The County has redundant firewalls and provides for multiple restricted demilitarized zones (DMZs) to protect Internet facing servers and the secure County network.
- Internal network is designed to provide logical segmentation between locations and departments while allowing the use of enterprise services.

C.4.3 Licensing. The County prefers an enterprise licensing agreement versus per seat licensing.

C.4.4 Plans and Documentation. The Proposer will be responsible for assisting the County in such tasks as planning, preparation, pre go-live issue resolution, conversion, and post go-live issue resolution. The Proposer should describe the resources, approach, and plans that will be used to assist the County during the pre and post product implementation periods (also known as "the project").

The County will require a copy of all proposer-supplied documentation in a file format compatible with commercially available Microsoft Windows software, such that it can be maintained, customized, and updated. Final documentation shall be easily reproducible by the County and the County shall be granted the rights to reproduce any document supplied under this contract for its own needs.

C.4.4.1 Project Management Services. The Proposer shall assign a Project Manager dedicated and available for the entire duration of the project. The County reserves the right to pre-approve the assigned Project Manager.

Furthermore, Proposer cannot replace its assigned Project Manager without prior approval from the County. The County's project team will work with the Proposer's Project Manager to coordinate all project activities. All communications between the County and the Proposer shall be coordinated through their respective Project Leads. The Awarded Proposer's Project Manager and other Key Personnel are required to be FBI CJIS compliant at all times.

At a minimum, the Proposer's Project Manager shall be responsible to:

- Directing the Project with responsibility for performance from initiation to closure, including planning, organizing, managing and controlling all aspects of the Project to ensure that tasks are performed according to the approved schedule and plan.
- Provide periodic updates to the Project Implementation Plan and Schedule. Any changes to the plan are subject to approval by the County's Project Team.
- Provide consultation and advice to the County on matters related to Project implementation strategies, key decisions, approaches and operational concerns/issues.
- Submit weekly Status Reports that highlight tasks. Status report must also identify all risks and problems that may affect the Project, identify the owner of the problem, and the impact it may have on the project plan.
- Identify personnel, equipment, facilities and resources that will be required to perform services by the Proposer.
- Maintain a complete record of the Project's history.
- Communicate and coordinate the activities of the Proposer's staff and resources. Identify all known items that may impact the availability of resources during the project.
- Work with the County's Project Team to ensure that the project stays on-track and within the established budget.
- Ensure that adequate quality assurance procedures are in place throughout the project and that the system complies with the specifications and requirements.
- Identify and provide immediate notice of all issues that may threaten the implementation, operation or performance of the product.

C.4.4.2 Implementation Plan. The Proposer shall work with the County on planning and executing all phases of the product implementation project life cycle. This includes, but is not limited to Planning, Analysis, Design, Conversion, Installation, Configuration, Integration, Testing, Documentation, and Training.

As part of planning, the Proposer shall provide an Implementation Plan that includes the implementation strategy, timeline, roles and responsibilities, staffing plan, change management plan, communication plan, risk management plan, project scope change plan and the strategy for transitioning from existing JustWare to the new CMS. The Proposer will closely consult with the County for all aspects of implementation.

C.4.4.3 Installation Plan. The Proposer shall provide documentation for and assist in the following tasks during the project execution stage. All tasks will be performed under the control and direction of County Information Technology personnel.

- Configuring the CMS (virtual) server(s) and operating system software
- Configuring the CMS storage arrays
- Configuring the CMS network parameters
- Install and configure CMS application software and databases
- Integrating the CMS with the Microsoft Active Directory
- Integrating the CMS with SilverSky email and calendaring system
- Identify user roles and permissions and perform baseline configuration of system users, groups, accounts, and licensing, system administrative tools, etc.

C.4.4.4 Develop and Configure System Business Rules and Reporting. The Proposer shall perform the following tasks during the project execution stage:

- Facilitate changes and improvements to DA's Office business processes to capitalize on system functionality and streamline processes.

- Configure system business rules, system codes, workflow and provide documentation for the County to perform these tasks.
- Configure system data fields and other parameters to match the names and conventions used at the County.
- Assist DA's Office clerical and administrative personnel in creating document templates for all DA's Office business process areas.
- Configure system workflow notification, e.g., system messages and email groups, email templates, and calendaring, etc.
- Assist and train system administrators to maintain user access/security and maintaining system codes and descriptions.
- Configure and implement reporting requirements.
- Configure and implement document template requirements.
- Train appropriate staff in utilizing any custom ad hoc reporting tools. If standard ad hoc utilities are used, provide necessary database relationship/hierarchy training so skilled DA's Office staff can develop ad hoc reports as needed.

C.4.4.5 Data Conversion and Interfaces. The Proposer shall provide the following data migration services and build the data exchanges to interface between the Proposer's CMS system and the various County law and justice system applications. Proposers shall complete the data conversion, verification and analysis, and build the interfaces between the proposed CMS and the JustWare. See the Product Solution Features Matrix Interfaces section.

- The Proposer and the County shall jointly identify data types and map data fields between the Proposer CMS and the County CMS.
- The Proposer shall develop an automated data and repeatable (for quality purposes) conversion method to convert the data from the existing DA's Office applications and import data into the corresponding Proposer CMS database. The Proposer will complete the data conversion iterations until the data has been converted to the DA's satisfaction into the new system.
- The County prefers the data conversion is tested and validated before general user training is started. The Proposer shall provide a complete set of converted data in the new system to improve user training and produce better results.
- Upon completion of each iteration of the data conversion, the Proposer shall run the initial tests and when the Proposer has verified correct data conversation, the county will validate the results prior to approval.
- The County and the Proposer shall run validation tests.
- The County and Proposer shall be responsible for analyzing the validation results and identifying conversion issues.
- The Proposer shall complete testing of the interfaces first before asking the County to test them. The Proposer will provide the test results to the County. The County will then test and verify the interface results to validate the configuration of the production system prior to system acceptance testing.
- Proposer shall provide a Data Conversion Plan for the County.
- The County will provide development resources for field data clean-up and multi-use fields that require translation to assist with conversion activities.

C.4.4.6 System, Integration and Acceptance Testing. As agreed upon by the County, the Proposer shall provide the following services related to Proposer's CMS regarding System, Integration and Acceptance Testing:

- Develop test methodology and test plans.
- Identify test and acceptance criteria.
- Perform data conversion validation, system testing and integration testing (data exchange testing) as described above prior to system acceptance testing.
- County shall validate the final data conversion as described above prior to system integration testing.
- County shall perform system user validation and acceptance testing prior to system acceptance.
- County and the Proposer will perform final integration testing prior to system acceptance testing.

C.4.4.7 Go-live Activities – Transition to Operations. The Proposer shall work closely with County to ensure a smooth transition of the CMS to business-as-usual operations.

- Document the “go-live” plan and identify assigned tasks.
- Ensure all system operation and support documentation is up to date based on the County’s case management system configuration.
- Ensure support and maintenance processes, procedures and personnel are in place and ready to go live.
- Develop and coordinate with the County to communicate notification of go-live status to all project sponsors and stakeholders.
- Ensure the required Proposer and County support personnel are on-site and ready to support go-live activities.
- Migrate to the new system.

C.4.4.8 Training Plan. Proposer will be responsible for providing training to allow the DA’s Office subject matter experts and IT technical staff to understand the product capabilities before final set-up and configuration is completed. The Proposer shall provide pertinent details about training activities, such as but not limited to the following:

- Provide technical training to ensure full understanding and operational capabilities for DA’s Office subject matter experts and IT technical staff that will be managing, maintaining, and monitoring the product on a daily basis.
- Ensure that DA’s Office subject matter experts and IT technical staff acquire sufficient knowledge and skills of the product to provide the on-going support, maintenance and future development needs of the DA’s Office after implementation is complete.
- Describe how knowledge transfer will occur and identify the roles that the DA’s Office and IT staff will assume once the knowledge transfer is complete.

The Proposer shall use one or more of the following training methodologies as approved by the County:

- Instructor-led hands-on classroom training (on-site)
- Web-based training
- Computer-based-training or other proposed training method

The Proposer shall provide detailed training information that is available for the product. The County retains the right to reproduce training materials for internal training, refresher courses or for sessions for new staff following implementation. The County will work with the Proposer to develop the end-user training plan.

In the event of a significant modification to the product, the Proposer shall provide remedial training and documentation.

Proposer shall provide user documents that describe the Proposer’s product from a system administrator and end user’s point of view. County must be provided with user documentation that ideally includes both a User’s Guide and a Reference Guide. The County’s IT department must be provided a configuration guide and a technical administrator’s guide. All future system updates and changes must be accounted for in revised pages for manuals. This must occur simultaneously with distribution of a software patch, system update or version release.

C.5 Administrative Requirements

C.5.1 The product shall be considered finally accepted by the County after the installation, training, and successful completion of the following: product performance examination, functional requirements compliance, system availability examination, training, and required documentation. The County shall be the sole judge of whether all conditions for this requirement has been met.

C.5.2 The County shall be entitled to all future releases and upgrades, whether of a “minor” or “major” nature, of awarded Proposer’s product for no additional cost beyond Annual Support Agreement fees. The proposer will install updates for no additional cost beyond Annual Support Agreement fees.

- C.5.3 The awarded Proposer must agree that products prescribed in their proposal response will be available and supported and that any material changes to Proposer's company or products will not affect the County's implementation or support.
- C.5.4 The awarded Proposer shall provide comprehensive and timely help desk support to the County as identified in section C.1. Product Support Requirements.
- C.5.5 The Proposer shall provide a Service Level Agreement (SLA) for review by the County. The SLA will include a service plan designed to respond to and resolve all service calls within a mutually agreed upon period given the priority of the service call. Agree to work with the County to determine how priority levels will be assigned to service requests.
- C.5.6 The County reserves the right to adjust priorities as well as response/resolution times as deemed necessary to assure business continuity.
- C.5.7 The awarded Proposer shall invoice the County after implementation, conversion, and as appropriate thereafter. No payment shall be made in advance of work performed. County will retain fifty percent (50%) of the total purchase price until final acceptance of the proposed system by the County.
- C.5.8 Any other services required beyond initial scope of work shall be billed on a time and materials basis according to the Proposer's fee schedule.

C.6 Specific Deliverables.

As agreed upon by the County, the Proposer shall provide the following services related to Proposer's CMS regarding specific deliverables and integrations.

C.6.1 Jail CMS Integration. Proposer will be responsible for developing an integration between the Linn County Sheriff's Office (LCSO) CMS and the proposed CMS prior to go-live and acceptance. LCSO's data is currently exported to an XML file on local servers. This integration shall include any and all mechanisms required to make these files available to the proposed CMS.

C.6.2 Tyler Odyssey System Interface. Proposer will be responsible for developing an integration between the Tyler Odyssey System and the proposed CMS prior to go-live and acceptance.

C.6.3 Paperless/Docket Views. Proposer shall create workflows and user interfaces that deliver specific data to end users as described in Exhibit E. The County will provide working versions and documentation for reference. These views shall be delivered prior to go-live and acceptance.

C.6.4 Document Templates. Proposer is responsible for creating no fewer than 100 document templates for use in and compatible with the proposed CMS. These document templates shall be identified and prioritized by the County. Examples of the document templates formatting and CMS data field requirements will be provided by the County.

C.6.5 Report Migration. Proposer is responsible for creating no fewer than 36 reports for use in and compatible with the proposed CMS. These reports shall be identified and prioritized by the County. Examples of the report data scope/query, layout and formatting will be provided by the County.

C.6.6 Automations/Workflows. Proposer is responsible for creating no fewer than 36 automations/workflows for use in and compatible with the proposed CMS. These automations/workflows shall be identified and prioritized by the County. Examples of the triggers, actions and results will be provided by the County.

SECTION D – PROCUREMENT REQUIREMENTS AND EVALUATION

D.1 Proposal Requirements.

D.1.1 Submission Requirements. Proposals should follow the format and reference the sections listed below. Responses to each section and subsection should be labeled to indicate the item being addressed. Proposal must describe in detail how requirements of this RFP will be met and may provide additional related information. Proposers shall submit one original and five (5) additional copies. In addition, Proposers should include one digital copy of their Proposal on CD or USB that

is in PDF format. Proposals shall be submitted in sealed packages or envelopes. To ensure proper identification and handling, all packages and envelopes shall be clearly marked as follows:

RFP Title: Linn County District Attorney Case Management System Replacement
 RFP No.: 2022-188
 Steve Braaten
 Director Information Technology
 Linn County
 PO Box 100
 Albany, OR 97321
 541-967-3803
sbraaten@co.linn.or.us

D.1.2 Proposal Content Requirements. All Proposals must include the following information:

- D.1.2.1** Proposer's name, address, and telephone number.
- D.1.2.2** General background of Proposer's organization, including a brief description of current and past experience(s) as it relates to these services.
- D.1.2.3** Identification of the individuals comprising the team assigned to this project and what specific role each will take in completing the work, including a description of their respective qualifications.
- D.1.2.4** Description of the proposed system, including all pertinent features and functionalities, optional add-ons, and technical hosting requirements.
- D.1.2.5** Description of Proposer's anticipated implementation process for LCDA, including (but not limited to) projected timelines and Proposer's plan for data conversion, system testing, and training for LCDA staff;
- D.1.2.6** Proposer's approach to user requests and technical assistance, including a description of anticipated user guide(s).
- D.1.2.7** Documentation of overall vision for LCDA and any proposed future developments for its system.
- D.1.2.8** Description of on-going maintenance requirements, if any, to be performed by LCDA.
- D.1.2.9** A minimum of three client references, including names, addresses, and phone numbers, plus a description of the type of work you performed for each.
- D.1.2.10** Licensing structure and cost proposal, including the respective cost of each software application, annual maintenance expenses, one-time costs of implementation, including data conversion and training expenses, and any other costs anticipated for the project (please itemize).

Responses should inform LCDA about what to expect from Proposer both in project management throughout the implementation and go-live processes as well as support beyond the initial ramp up phase of the project.

D.1.3 Proposer Information and Certification Sheet. In addition to providing the information requested above, Proposals must include a Proposer Information and Certification Sheet, attached hereto as Exhibit C.

D.1.4 Public Record/Confidential or Proprietary Information. All Proposals are public record and are subject to public inspection after the County issues the Notice of the Intent to Award. If a Proposer believes that any portion of its Proposal contains any information that is a trade secret under ORS Chapter 192.501(2) or otherwise is exempt from disclosure under the Oregon Public Records Law (ORS 192.311 through 192.478), Proposer shall complete and submit the Affidavit of Trade Secret (Exhibit B) and a fully redacted version of its Proposal. If Proposer fails to identify the portions of the Proposal that Proposer claims are exempt from disclosure, Proposer has waived any future claim of non-disclosure of that information.

D.1.5 Proposal Submission. Proposer is solely responsible for ensuring its Proposal is received by the County in accordance with the RFP requirements before the closing date and time listed in Schedule B.2. The County is not responsible for any delays in mail or by common carriers or by transmission errors or delays or mistaken delivery. Proposal submitted by any means not authorized may be rejected.

D.1.6 Acceptance of Contract Terms. By submitting a Proposal, Proposer shall accept all terms and conditions of the County's Contract as shown in Exhibit A (Sample Contract for Services), attached hereto and incorporated herein by reference.

D.2 Procurement Process.

D.2.1 RFP Availability. This RFP, including all Exhibits and Amendments, are available by contacting the POC described in Section B.3. The POC will email this RFP, including all Exhibits and Amendments, upon request but will not be mailing these documents to prospective Proposers unless requested pursuant to Section D.2.2.

D.2.2 Hard Copy Document Fees & Delivery. Proposers may also request hardcopies of the RFP, Exhibits, and Amendments from the POC. All costs for these documents and any associated delivery fees are at Proposer's expense.

D.2.3 Amendments. Any amendments to the original solicitation can be viewed by contacting the POC to make arrangements. Proposers may request automatic notifications of any subsequent amendments to the RFP through the POC described in Section B.3. Except to the extent required by public interest, the County shall not issue an amendment less than 72 hours before the Proposal due date and time unless the amendment also extends the due date and time.

D.2.4 Clarifications, Objections, and Questions. Any Proposer that finds discrepancies in, or omissions from any provision of the RFP or Exhibits, or has doubt as to the meaning, shall make a request for clarification or modification in writing, to the POC described in Section B.3. To be considered, the request for clarification or modification must be received by the County by the date and time described in the Schedule provided in Section B.2. Clarifications, whether verbal or in writing, do not change the RFP, Exhibits, contractual terms, or procurement requirements of this RFP unless a formal amendment has been issued by the COUNTY. If a substantive clarification is in order, a formal amendment will be issued pursuant to Section D.2.3.

D.2.5 Withdrawal of Proposals. If a Proposer wishes to withdraw a submitted Proposal, it shall do so prior to Closing. The Proposer shall submit a written notice signed by an authorized representative of its intent to withdraw its Proposal. The notice must include the RFP number and be submitted to the POC no later than the due date and time identified in Section B.2.

D.2.6 Proposal Due. Proposals and all required submittal items must be received by the POC on or before the closing date and time identified in the Schedule provided in Section B.2, or as amended. Proposals received after the closing date and time are considered LATE and will NOT be accepted for evaluation. Late Proposals will be returned to the respective Proposer or destroyed.

D.2.7 Proposal Rejection. The County may reject a Proposal for any of the following reasons:

- Proposer fails to substantially comply with all prescribed RFP procedures and requirements, including, but not limited to, the requirement that Proposer's authorized representative sign the Proposer Information and Certification Sheet in ink.
- Proposer fails to meet the responsibility requirements of ORS 279B.110.
- Proposer makes any contact regarding this RFP with County representatives such as County employees or officials other than the POC or those the POC authorizes, or inappropriate contact with the POC.
- Proposer attempts to inappropriately influence a member of the Evaluation Committee.
- Proposal is conditioned on the County's acceptance of any other terms and conditions or rights to negotiate any alternative terms and conditions that are not reasonably related to those expressly authorized for negotiation in the RFP or Addenda.

D.2.8 Opening of Proposal. There will be no public opening of proposals. Proposals received will not be available for inspection until after the evaluation process has been completed and the Intent-to-Award Notification is issued. However, the County will record and make available the identity of all Proposers after the opening.

D.3 Evaluation Process.

D.3.1 Responsiveness and Responsibility Determination. Proposals received prior to closing will be reviewed for responsiveness to all RFP requirements. If the Proposal is unclear, the POC may request clarification from the Proposer. However, clarifications may not be used to rehabilitate a non-Responsive Proposal. If the POC finds the Proposal non-Responsive, the Proposal may be rejected; however, LCDA may waive mistakes in accordance with LCPR 137-047.

At any time prior to award, LCDA may reject a Proposal found to be not Responsible in accordance with LCPR 137-047 and ORS 279B. In doing so, LCDA may investigate the Proposer and request information in addition to that already required in the RFP, when LCDA, in its sole discretion, considers it necessary or advisable.

D.3.2 Evaluation Criteria. Proposals that met the Responsiveness and Responsibility Determination evaluation will be evaluated by an Evaluation Committee. Points possible (100 total) are as follows:

Licensing, Product Value & Cost Proposal – 25 points

- Overall value of product features, alignment with existing local office processes and availability of enterprise or concurrent licensing model. Systems that easily provide visibility of the system’s return-on-investment and the ability to measure and report this to our local taxpayers and county commissioners will be awarded higher point value.

Scope of Work – 50 points

- Project Management Services – See Section C.4.4.1
- Implementation Plan – See Section C.4.4.2
- Data Migration/Conversion Plan – See Section C.4.4.5 & C.4.4.6
- Specific Deliverables
 - Linn County Sheriff's Office Integration (API). See Section C.6.1
 - Tyler Odyssey System Interface (API). See Section C.6.2
 - Customizable User Interfaces. See Section C.6.3
 - Document Template Conversion Services. See Section C.6.4
 - Report Migration Services. See Section C.6.5
 - Automations/Workflow Development Services. See Section C.6.6
- Go-live & Training Plan – See Section C.4.4.7 & C.4.4.8

Proposed CMS Customizability & In-House Development/Maintenance - 15 points

- Ability for DA Staff and/or IT Department to have administrative/management access to the proposed CMS. Points are awarded for ease of use and ability to create/maintain document templates, reports, user interface, automations/workflows and integrations. See Section C.5

Client References – 10 points

- Ability to provide at least three existing clients willing to discuss implementation of the proposed system, day-to-day operational experience and support services provided by Proposer.

The POC may request further clarification to assist the Evaluation Committee in gaining additional understanding of a Proposal. A response to a clarification request must be done only to clarify or explain portions of the already submitted Proposal and may not contain new information not included in the original Proposal.

D.3.3 Additional Rounds of Evaluation. The County may conduct additional rounds of evaluation if in the best interest of the County. Additional rounds of evaluation may consist of, but will not be limited to:

- Establishing a Competitive Range
- Presentations/Demonstrations/Additional Submittal Items
- Interviews
- Best and Final Offers

If the County elects to conduct additional round(s), the County shall provide written notice to all Proposers describing the next step. At any time, the County may dispense with the selected additional round and: (1) issue a Notice of Intent to Award to the highest ranking Responsible Proposer; or (2) elect to conduct an alternative round of competition; or (3) cancel the solicitation.

SECTION E – AWARD AND NEGOTIATION

E.1 Award Consideration. The County, if it awards a Contract, shall award a Contract to the highest ranking Responsive and Responsible Proposer based upon the scoring methodology and process described herein. The County may award less than the full Scope defined in this RFP.

E.2 Intent-To-Award Announcement. The County will notify all Proposers in writing that the County intends to award a contract to the selected Proposer(s) subject to successful negotiation of any negotiable provisions. The County reserves the right to announce its Intent-to-Award Announcement by letter, email, or fax. The Intent-to-Award Announcement shall serve as notice to all Proposers that the County intends to make an award.

SECTION F – PROTEST PROCEDURES

F.1 Solicitation Protests.

F.1.1 Solicitation Protest Generally. A Proposer may protest terms and conditions of this ITB pursuant to LCPR 137-049-0260. An Offeror must deliver a written protest to the POC provided in Section B.4.2 not less than ten (10) days prior to the closing date. The County is not required to consider an Offeror's request for change or protest after the deadline.

F.1.2 Solicitation Protest Content. Pursuant to ORS 279B.405, a Proposer may file a protest with the County if the Proposer believes that the procurement process is contrary to law, or if the Proposer believes that the RFP is unnecessarily restrictive, is legally flawed, or improperly specifies a brand name. If the Proposer fails to timely file such a protest, the Proposer may not challenge the contract award on these grounds in any future legal or administrative proceeding.

F.1.3 County's Response. The County will provide notice to the Proposer if it entirely rejects a protest. If the County agrees with the Proposer's request or protest, in whole or in part, the County will either issue an Addendum reflecting its determination or cancel the solicitation pursuant to LCPR 137-047-0660.

F.2 Contract Award Protests.

F.2.1 Contract Award Protests Generally. A Proposer may submit to the County a written protest of a contract award pursuant to LCPR 137-047-0740. An Offeror may protest the award, in writing, within the timeline established herein. The written protest shall state the grounds upon which the protest is based, and no protest of award shall be considered after the deadline established in Section F.2.2.

F.2.2 Contract Award Protest Deadline. Proposers will have seven (7) calendar days from the date of the Intent-to-Award Announcement within which to file a written protest. Protests submitted after that date will not be considered. Protests must be addressed to the POC provided in Section B.3.

F.2.3 Response to Contract Award Protests. The County will issue a written disposition of the protest in a timely manner as set forth in ORS 279B.410 (4). If the County upholds the protest, in whole or in part, it may in its sole discretion either award the Contract to the successful protestor or cancel the solicitation.

F.2.4 Contract Award upon Protest Period Expiration. After expiration of the seven (7) calendar-day protest period, and resolution of all protests, the County will proceed with final contract award. (If the County receives only one bid, the County may dispense with the protest period and proceed with award of a contract.)

SECTION G – MISCELLANEOUS TERMS AND CONDITIONS

G.1 Costs of Proposals. Responses to this RFP do not commit the County to pay any costs incurred by any Proposer in the submission of a Proposal. The Proposer assumes the sole risk and responsibility for all expenses connected with the preparation of its Proposal.

G.2 Addendum. Any change to this RFP shall be made by written addendum. The County is not responsible for any explanation, clarification or approval made or given orally or in any manner other than by addendum. The Proposer agrees

to and shall comply with, all requirements, specifications, and terms and conditions contained within the RFP, including all Addenda, if any.

G.3 Cancellation. The County reserves the right to cancel this RFP solicitation or award of the contract at any time before execution of the contract by both parties if cancellation is deemed to be in Linn County's best interest. In no event shall the County have any liability for the cancellation of award.

G.4 Disputes. In case of any doubt or differences of opinions as to the items or service to be furnished hereunder, or the interpretation of the provisions of the RFP, the decision of the County shall be final and binding upon all parties.

G.5 Publicity. Any publicity giving reference to this project, whether in the form of press releases, brochures, photographic coverage, or verbal announcement, shall be done only after prior approval of the County.

G.6 Conflict of Interest. A Proposer submitting a proposal thereby certifies that no officer, agent or employee of Linn County who has a pecuniary interest in this RFP has participated in the contract negotiations on the part of the County, that the proposal is made in good faith without fraud, collusion or connection of any kind with any other proposer of the same call for proposals, and that the proposer is competing solely in its own behalf without connection with or obligation to, any undisclosed person or firm.

G.7 Collusion. A Proposer submitting a proposal hereby certifies that no officer, agent, or employee of Linn County has a financial interest in its Proposal; that its Proposal is made in good faith without fraud, collusion, or connection of any kind with any other Proposer; and that the Proposer is competing solely on its own behalf without connection with, or obligation to, any undisclosed person or firm.

G.8. Taxpayer Identification Number. The apparent successful Proposer shall provide its Taxpayer Identification Number (TIN) and backup withholding status on a completed W-9 form if either of the following applies:

- When requested by the County (normally in an intent to award notice), or
- When the backup withholding status or any other information of Proposer has changed since the last submitted W-9 form, if any.

The County will not make any payment until the County has a properly completed W-9.

G.9 Business Registry. If selected for award, the Proposer must be duly authorized by the State of Oregon to transact business in the State of Oregon before executing the Contract. The selected Proposer shall be required to submit a current Oregon Secretary of State Business Registry number, or an explanation if not applicable.

All Corporations and other business entities (domestic and foreign) must have a Registered Agent in Oregon. See requirements and exceptions regarding Registered Agents. For more information, see Oregon Business Guide, How to Start a Business in Oregon and Laws and Rules. The titles in this subsection are available at the following Internet site: <http://www.filinginoregon.com/index.htm>.

G.10 Additional Reservations. The County reserves the right to:

- Waive any irregularities of informalities in any Proposals
- Extend the deadline for submission of Proposals
- Accept the proposal deemed to be the most beneficial to the public and Linn County
- Negotiate and accept, without advertising the RFP, the proposal of any other offer in the event that an agreement cannot be successfully negotiated with the selected Proposer.

ATTACHED EXHIBITS:

- Exhibit A: Sample Contract for Services
- Exhibit B: Affidavit of Trade Secret
- Exhibit C: Proposer Information and Certification Sheet
- Exhibit D: Product Solution Features
- Exhibit E: Process Specific Custom JustWare Views

EXHIBIT A - SAMPLE CONTRACT TEMPLATE

CONTRACT FOR SERVICES
(Pursuant to Resolution & Order No. 2022-XXX)

THIS CONTRACT is made and entered into by and between **LINN COUNTY**, a political subdivision of the State of Oregon, (the "County"), of P.O. Box 100, Albany, Oregon, 97321, and **NAME OF BUSINESS**, of **Address, City, State, Zip**, (the "Contractor"), whose Federal Employer Identification No. is .

BRIEF PROJECT DESCRIPTION:	Project Name (hereinafter referred to as the "Project")
TOTAL NOT-TO-EXCEED AMOUNT: \$	

WHEREAS, The County requires the work and services described herein, and the Contractor is willing, skilled, and agrees to perform all the work and services described herein, now, therefore, IT IS AGREED:

1. **Term of the Contract.** This Contract shall be effective and services required hereunder shall commence on the date the Contract is executed by both parties, or on **Date**, whichever is sooner, and shall terminate on **Date**, unless otherwise terminated or extended as provided herein.
2. **Consideration.** As consideration for the performance of all terms and conditions set forth in this Contract, the County shall pay the Contractor a sum not to exceed **\$XX**. The County shall pay the Contractor within 30 days following the date the invoice is received. The County shall make payments only after the County's receipt and approval of (i) the Contractor's detailed monthly invoice, and (ii) all documentation required by the invoice. If the County fails to pay within 45 days of such date, the Contractor may assess overdue account charges up to a rate of 2/3% per month (8% APR) or the maximum rate allowed by law on the outstanding balance.
3. **Services to be Performed by the Contractor.** Contractor agrees to perform the following services to the satisfaction of the County:
 - a. **[Specify Services]**
 - b. In addition to abiding by the terms and conditions stated herein, the Contractor shall abide by and conform to all obligations asserted by the Contractor in their bid, quote, or proposal, attached hereto as Exhibit **X** and incorporated herein. If any discrepancy exists between a provision in this Contract and a provision in Exhibit **X**, the provisions of this Contract shall prevail.
4. **Compliance with ORS 279B.220.** For all services provided under this Contract, the Contractor shall: (i) pay promptly, as due, all persons supplying labor or material; (ii) pay all contributions or amounts due the Industrial Accident Fund from the Contractor or any subcontractor; (iii) not permit any lien or claim to be filed or prosecuted against the County or any subdivision thereof; and (iv) pay to the State of Oregon Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If the Contractor does not pay promptly any claim that is due for the services furnished to the Contractor by any subcontractor in connection with this Contract, the County may pay such claim and charge that payment against any payment due to the Contractor under this Contract. The County's payment of a claim does not relieve the Contractor or its surety, if any, from their obligations for any unpaid claims.

Warranty of Services. The Contractor represents and warrants that: (i) the Contractor shall perform all services set forth herein in a good and workmanlike manner, in conformance with the terms, conditions, and requirements of this Contract, and in accordance with the highest applicable professional and/or industry standards; (ii) the Contractor warrants that each of the Contractor's employees assigned to perform services under this Contract has the proper skill, training, and background to be able to perform the services in a competent, timely, and professional manner and that all services shall be so performed; and (iii) the Contractor shall at all times maintain and keep current all licenses and certifications required to perform the work set forth in this Contract.
5. **Declaration of the Nature of the Contractual Relationship.** The Contractor is an independent contractor and not an employee of or agent of the County. The County shall not be responsible for any claims, demands, or causes of action of any kind or character arising in favor of any person, on account of personal injuries, or death,

or damage to property occurring, growing out of, incident to, or resulting directly or indirectly from the operations or activities of the Contractor.

6. Hours of Labor; Compliance with Pay Equity Provisions.

- a. Pursuant to ORS 279B.235(a), no person shall be employed by the Contractor under this Contract for more than ten hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where public policy absolutely requires it, and in such cases the laborer shall be paid at least time-and-a-half pay for all overtime in excess of 40 hours a week and for work performed on any legal holiday as specified in ORS 279B.020. This requirement does not apply to employees who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.
- b. Pursuant to ORS 279B.235(b), the Contractor shall comply with the prohibition set forth in ORS 652.220. Such compliance is a material element of this Contract and failure to comply is a breach that entitles the County to terminate the Contract for cause.
- c. Pursuant to ORS 279B.235(c), the Contractor shall not prohibit any of the Contractor's employees from discussing the employee's rate of wage, salary, benefits or other compensation with another employee or another person and may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits or other compensation with another employee or another person.

7. Workers' Compensation Provisions.

- a. The Contractor may employ workers, and if the Contractor employs workers, the Contractor shall obtain and at all time keep in effect Workers' Compensation insurance. The Contractor represents to the County that it presently maintains coverage sufficient to meet the requirements of Oregon law through [INSERT INSURANCE PROVIDER], Policy No. XX.
- b. The parties hereto specifically agree that this Contract will render the Contractor and the Contractor's employees, if any, ineligible for benefits under ORS 656.029 and that the County shall not be liable for, responsible for, or in any way or manner be required to provide Workers' Compensation benefits for the Contractor or the Contractor's employees.
- c. The Contractor knowingly waives any rights, as against Linn County, under the Workers' Compensation Law.
- d. The Contractor agrees that all employers, working under this Contract, including but not limited to the Contractor, are "subject employers" as defined in ORS 656.005, that will comply with ORS 656.017.
- e. The Contractors who are not subject workers under ORS 656.027 who will provide services under this contract agree to either elect workers' compensation coverage under ORS 656.128 or specifically release County of any and all claims that would be covered by the workers' compensation laws of the state of Oregon if the Contractor was a subject worker under ORS 656.027.

8. Indemnification. To the fullest extent permitted by law, and in accordance with Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, the Contractor shall indemnify, defend, save, and hold harmless (with counsel of the County's choice) the County and its officers, employees and agents from and against all claims, suits, actions, liabilities, damages, losses, or expenses, including attorney fees, arising out of the acts or omissions of the Contractor, its officers, agents, or employees performing under this Contract. The Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay that may be caused by, or result from, the carrying out of the services under this Contract.

- a. **Granting of Authority Required.** Neither the Contractor nor any attorney engaged by the Contractor shall defend the claim in the name of the County or any department or office of the County, nor purport to act as legal representative of the County or any of its departments or offices without first receiving from the County's legal counsel authority to act as legal counsel for the County, nor shall the Contractor settle any claim on behalf of the County without the approval of the County's legal counsel. The County may, at its election and expense, assume its own defense and settlement.

9. Amendments. This Contract may be amended to the extent permitted by applicable statutes, administrative rules, ordinances, and Linn County Code. No amendment shall bind either party unless in writing and signed by both parties.

10. Insurance.

- a. **General Liability.** The Contractor shall obtain and at all times keep in effect, commercial general liability insurance covering activities and operations of the Contractor. Commercial general liability shall cover bodily injury, death, and property damage, and shall include personal injury liability, products and completed operation insurance. Such liability insurance, whatever the form, shall carry at least liability coverage sufficient to meet the following requirements:

- (1) **\$1,000,000** to any single claimant arising out of a single accident or occurrence; and
- (2) **\$2,000,000** to all claimants, for any number of claims, arising out of a single accident or occurrence.
- The Contractor has obtained insurance required by this section through Policy No. **XX**, written by **[INSERT INSURANCE COMPANY]**.

a. **Automobile Liability Insurance.** The Contractor shall maintain Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in the performance of services under this Contract. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for “Commercial General Liability” and “Automobile Liability”). Such liability insurance, whatever the form, shall carry at least liability coverage sufficient to meet the following requirements:

- (1) **\$1,000,000** to any single claimant arising out of a single accident or occurrence; and
- (2) **\$2,000,000** to all claimants, for any number of claims, arising out of a single accident or occurrence.
- The Contractor has obtained insurance required by this section through Policy No. **XX**, written by **[INSERT INSURANCE COMPANY]**.

b. **General Insurance Provisions.**

i. All insurance policies shall be written on an occurrence basis and be in effect for the term of this Contract. Written authorization from the County is required for any insurance policy written on a claims made basis. Any insurance policy authorized to be written on a claims made basis shall be in effect for the term of this Contract plus for three (3) years after the termination of this Contract.

ii. Insurance coverage shall apply on a primary and non-contributory basis.

iii. Prior to commencing services, the Contractor shall furnish current Certificate(s) of Insurance for all required insurance to the County. The insurance must be provided by an insurance company or entity that is authorized to transact the business of insurance and issue coverage in the State of Oregon, with an AM best rating of at least A-. The Certificate shall provide, by policy endorsement, if necessary, that the County, its officers, employees, agents, and volunteers are additional insureds with respect to the Contractor's services provided under this Contract and that there shall be no cancellation, termination, non-renewal, material change to, potential exhaustion of aggregate limits, or reduction of limits of the required insurance without at least 30 days written notice from the Contractor or its insurer to the County. If requested, the Contractor shall provide complete copies of insurance policies to the County.

c. **Policy Changes.** In the event of unilateral cancellation by the insurance company of an insurance policy referred to in this section, the Contractor shall immediately notify County orally and in writing within three (3) business days.

12. Termination.

a. **The County's Termination for Convenience.** The County may terminate this Contract in whole or in part whenever the County determines that termination of the Contract is in the best interest of the County. The County will provide the Contractor with written notice of a termination for convenience at least thirty (30) calendar days before the intended termination date. By the termination date, the Contractor shall provide the County with immediate and peaceful possession of the Project site. Such termination shall be without liability or penalty, and in no circumstance shall Contractor be entitled to lost profits for work not performed due to termination. No termination for convenience shall prejudice any obligations or liabilities of either party already accrued prior to the effective date of termination.

b. **The County's Termination for Cause.** The County may immediately terminate this Contract without liability or penalty for either of the following causes by the mailing of written notice to the Contractor at the Contractor's address provided herein, specifying the cause:

i. The Contractor breaches any of the provisions of this Contract. The Contractor shall be liable for any and all damages suffered by the County as the result of the Contractor's breach of Contract, including, but not limited to, incidental and consequential damages, as provided in ORS 72.7110 to 72.7170;

(1) In the event of breach for unsatisfactory performance or nonperformance, the Linn County Board of Commissioners is the sole judge of the Contractor's unsatisfactory performance or nonperformance.

ii. The Contractor no longer holds all licenses or certificates that are required to perform the services required under this Contract;

- iii. The County lacks lawful funding, appropriations, limitations, or other expenditure authority at levels sufficient to allow the County, in the exercise of its reasonable discretion, to pay for the Contractor's services; or
 - iv. Federal, state, or local laws, regulations, or guidelines are modified or interpreted in such a way that either the services under this Contract are prohibited or the County is prohibited from paying for such services from the planned funding source.
 - c. **The Contractor's Termination for Cause.** The Contractor may terminate this Contract for cause if the County fails to pay the Contractor pursuant to this Contract. The Contractor may also terminate this Contract for cause if the County commits any material breach or default of any covenant, warranty, obligation, or agreement under this Contract and such breach or failure is not cured within thirty (30) calendar days after delivery of the Contractor's notice, or such longer period as the Contractor may specify in such notice.
 - d. **Force Majeure.** Neither party to this Contract shall be held responsible for delay or default caused by fire, riot, acts of God, and/or war, which is beyond the party's reasonable control. The affected party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligations under the Contract. The County may terminate this Contract upon written notice after determining such delay or default will reasonably prevent successful performance of this Contract.
- 13. **Waiver.** The failure of either party to enforce any provision of this agreement shall not constitute a waiver by that party of that or any other provision of this agreement, or the waiver by that party of the ability to enforce that or any other provision in the event of any subsequent breach.
- 14. **Records Maintenance; Access.**
 - a. All records acquired or generated by the Contractor in its performance of this Contract shall be and remain the property of the County. Upon termination or expiration of the Contract, the Contractor shall work with the County as necessary to deliver all County-owned records to the County in a pre-approved format.
 - b. The Contractor shall maintain all fiscal records relating to this Contract in accordance with generally accepted accounting principles. In addition, the Contractor shall maintain any other records pertinent to this Contract in such a manner as to clearly document the Contractor's performance hereunder. The Contractor acknowledges and agrees that the County, the Oregon Secretary of State's Office, the Federal Government and their duly authorized representatives shall have access to such fiscal records and all other documents that are pertinent to this Contract for the purpose of performing audits and examinations and making transcripts and excerpts. All such fiscal records and pertinent documents shall be retained by the Contractor for a minimum of six (6) years (except as required longer by law) following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
- 15. **Assignment; Delegation; Successors.** The Contractor shall not assign, delegate, nor transfer any of its rights or obligations under this Contract without the County's prior written consent. The County's written consent does not relieve the Contractor of any obligations under this Contract, and any assignee, transferee, or delegate is considered the Contractor's agent. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties to the Contract and their respective successors and assigns.
- 16. **Severability.** If any provision of this Contract shall be held invalid or unenforceable by any court or tribunal of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision, and the obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 17. **Entire Agreement.** This Contract constitutes the entire agreement between the parties on the subject matter hereof. No waiver, consent, modification or change of terms or provisions of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement.
- 18. **Compliance with Applicable Laws.** The Contractor shall comply with all federal, state and local laws, codes, regulations and ordinances applicable to the provision of goods and/or services under this Contract, including, without limitation, the provisions of ORS 279B.220 through 279B.235 and the provisions of: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 (Pub L No 101- 336), ORS 659.425, and all amendments of and regulations and administrative rules

established pursuant to those laws; and (iv) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.

- 19. Foreign Contractor.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, the Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Contract. The County shall withhold final payment under this Contract until the Contractor has met this requirement.
- 20. Governing Law, Jurisdiction, Venue, & Attorney Fees.** This Contract shall be governed and construed in accordance with the laws of the State of Oregon, without resort to any jurisdiction's conflict of laws rules or doctrines. Any claim, action, suit, or proceeding (collectively, "the claim") between the County (and/or any other agency or department of Linn County) and the Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Linn County for the State of Oregon. Provided, however, if the claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. The Contractor hereby consents to the *in personam* jurisdiction of said courts. Each party shall be responsible for the party's attorney fees, costs and disbursements at all times including appeals.
- 21. Notices.** Any notice or other communication required or permitted to be given under this Contract shall be in writing and shall be mailed by certified mail, return receipt requested, postage prepaid, addressed to the parties at the addresses first set forth below. Any notice or other communication shall be deemed to be given at the expiration of forty-eight (48) hours after the deposit in the United States mail. The addresses to which notices or other communications shall be mailed may be changed from time to time by giving written notice to the other party as provided in this section.
 - a. **The County's Contact Information**
[contact name, title, address, phone, email]
 - b. **The Contractor's Contact Information**
[contact name, title, address, phone, email]
- 22. Tax Certification.** The individual signing this Contract on behalf of the Contractor certifies under penalty of perjury both individually and on behalf of the Contractor that he or she is authorized to act on behalf of the Contractor and that the Contractor is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. Further, the Contractor shall continue to comply with Oregon Tax Laws during the term of this Contract. Pursuant to ORS 279B.045, Contractor's failure to comply with the Oregon Tax Laws is considered a default for which the County may terminate the Contract and seek damages and other relief as available. For purposes of this certification, "Oregon Tax Laws" means those programs listed in ORS 305.380(4).
- 23. Counterparts.** This Contract and any subsequent amendments may be executed in any number of counterparts (including by facsimile, PDF, or other electronic transmission), each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one agreement binding on all parties.
- 24. Survival.** All rights and obligations shall cease upon termination of this agreement, except for those rights and obligations that by their nature or express terms survive termination of this agreement. Termination shall not prejudice any rights or obligations accrued to the parties prior to termination.

[REMAINDER OF PAGE INITIALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in duplicate by the duly authorized persons whose signature appear below. Each party, by the signature below of its authorized representative, hereby acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions. Each person signing this Contract represents and warrants to have the authority to execute this Contract.

CONTRACTOR

**BOARD OF COUNTY COMMISSIONERS FOR
LINN COUNTY**

Signature

Roger Nyquist, Chairman

Name, Typed or Printed

William C. Tucker, Vice-Chair

Title

Sherrie Sprenger, Commissioner

Date

Date

APPROVED AS TO CONTRACT TERMS:

APPROVED AS TO CONTRACT FORM:

(Dept Head)
Linn County Title

Name of Attorney
Deputy/County Attorney for Linn County

EXHIBIT B
Affidavit of Trade Secret

_____ (Affiant), being first duly sworn under oath, and representing [insert Proposer Name] (hereafter "Proposer"), hereby deposes and swears or affirms under penalty of perjury that:

1. I am an employee of the Proposer, I have knowledge of the Request for Proposals referenced herein, and I have full authority from the Proposer to submit this affidavit and accept the responsibilities stated herein.
2. I am aware that the Proposer has submitted a Proposal, dated on or about [insert date] (the "Proposal"), to the State of Oregon (State) in response to Request for Proposals 18-01, for Mental Health Residential Treatment Facility Services and I am familiar with the contents of the RFP and Proposal.
3. I have read and am familiar with the provisions of Oregon's Public Records Law, Oregon Revised Statutes ("ORS") 192.410 through 192.505, and the Uniform Trade Secrets Act as adopted by the State of Oregon, which is set forth in ORS 646.461 through ORS 646.475. I understand that the Proposal is a public record held by a public body and is subject to disclosure under the Oregon Public Records Law unless specifically exempt from disclosure under that law.
4. I have reviewed the information contained in the Proposal. The Proposer believes the information listed in Exhibit A is exempt from public disclosure (collectively, the "Exempt Information"), which is incorporated herein by this reference. It is my opinion that the Exempt Information constitutes "Trade Secrets" under either the Oregon Public Records Law or the Uniform Trade Secrets Act as adopted in Oregon because that information is either:
 - A. A formula, plan, pattern, process, tool, mechanism, compound, procedure, production data, or compilation of information that:
 - i. is not patented,
 - ii. is known only to certain individuals within the Proposer's organization and that is used in a business the Proposer conducts,
 - iii. has actual or potential commercial value, and
 - iv. gives its user an opportunity to obtain a business advantage over competitors who do not know or use it.
 - Or
 - B. Information, including a drawing, cost data, customer list, formula, pattern, compilation, program, device, method, technique or process that:
 - i. Derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use; and
 - ii. Is the subject of efforts by the Proposer that are reasonable under the circumstances to maintain its secrecy.
5. I understand that disclosure of the information referenced in Exhibit A may depend on official or judicial determinations made in accordance with the Public Records Law.

Affiant's Signature

State of _____)
ss: _____)
County of _____)

Signed and sworn to before me on _____ (date) by _____ (Affiant's name).

Notary Public for the State of _____
My Commission Expires: _____

EXHIBIT C
PROPOSER INFORMATION AND CERTIFICATION SHEET

Legal Name of Proposer: _____

Address: _____ **City, State, Zip:** _____

State of Incorporation: _____ **Entity Type:** _____

Contact Name: _____ **Telephone:** _____ **Email:** _____

Federal Employer Identification No.: _____

Oregon Business Registry Number (if required): _____

Any individual signing below hereby certifies they are an authorized representative of Proposer and that:

1. Proposer understands and accepts the requirements of this RFP. By submitting a Proposal, Proposer agrees to be bound by the Contract terms and conditions in Exhibit A and as modified by any Addenda.
2. Proposer acknowledges receipt of any and all Addenda to this RFP.
3. Proposal is a Firm Offer for 180 days following the Closing.
4. If awarded a Contract, Proposer agrees to perform the scope of work and meet the performance standards set forth in the final negotiated scope of work of the Contract.
5. I have knowledge regarding Proposer's payment of taxes and by signing below I hereby certify that, to the best of my knowledge, Proposer is not in violation of any tax laws of the state or a political subdivision of the state, including, without limitation, ORS 305.620 and ORS chapters 316, 317 and 318.
6. Proposer does not discriminate in its employment practices with regard to race, creed, age, religious affiliation, gender, disability, sexual orientation, national origin. When awarding subcontracts, Proposer does not discriminate against any business certified under ORS 200.055 as a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business.
7. Proposer and Proposer's employees, agents, and subcontractors are not included on:
 - a. the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>,
or
 - b. the government wide exclusions lists in the System for Award Management found at: <https://www.sam.gov/portal/SAM/#1>
8. Proposer certifies that, to the best of its knowledge, there exists no actual or potential conflict between the business or economic interests of Proposer, its employees, or its agents, on the one hand, and the business or economic interests of the State, on the other hand, arising out of, or relating in any way to, the subject matter of the RFP. If any changes occur with respect to Proposer's status regarding conflict of interest, Proposer shall promptly notify the State in writing.
9. Proposer certifies that all contents of the Proposal (including any other forms or documentation, if required under this RFP) and this Proposal Certification Sheet, are truthful and accurate and have been prepared independently from all other Proposers, and without collusion, fraud, or other dishonesty.

- 10. Proposer understands that any statement or representation it makes, in response to this RFP, if determined to be false or fraudulent, a misrepresentation, or inaccurate because of the omission of material information could result in a "claim" {as defined by the Oregon False Claims Act, ORS 180.750(1)}, made under Contract being a "false claim" {ORS 180.750(2)} subject to the Oregon False Claims Act, ORS 180.750 to 180.785, and to any liabilities or penalties associated with the making of a false claim under that Act.
- 11. Proposer acknowledges these certifications are in addition to any certifications required in the Contract found in Exhibit A and at the time of Contract execution.
- 12. If any Amendments are issued in connection with this RFP, Proposer has received and duly considered such Amendments, and acknowledges and agrees to the terms of all such Amendments as those terms revise the scope, terms and conditions of this RFP.

Authorized Signature

Date

(Print Name and Title)

Product Solution Features
(EXHIBIT D)

Category	Description	Priority Level
Administration	Capability to manage users, software features, automations, document templates from a user friendly interface within the system.	High
Case Management	Easily add, update, manage and report on unique matters for the purpose of criminal prosecution.	High
Document Templates	User customizable Microsoft Word templates capable of logical data evaluation, looping and data insertion.	High
Agency/Person Management	Name record tracking sufficient to identify individual people, their relationship to companies/agencies as well as unique identifiers.	Medium
Electronic Discovery	The ability to provide documents, evidence and other files electronically. Complete with the ability to audit access by the receiving party.	High
Interface Development	Ability to move data into or out of the system via external means/programs.	Medium
Reports	User managed consolidation and summarization of system data complete with table/grid or visual chart report templates.	Medium
Notifications	Ability to define frequency/timing, types of and method of notification per user.	Medium
Security	Granular per user or per group of users permissions. CJIS compliant system data transport is required.	Medium
Public Access/Web Portal	Public facing, customizable reports, documents and other secure web portal complete with account management.	Low
Victim Tracking	Ability to track individual interactions with victims in each case as they occur. This data must be included in reporting for grant tracking purposes.	Medium
Automation/Workflow	Real-time actions within cases triggered by user activity within cases to add tasks, notifications, documents, events and more.	Medium
User Interface Customizability	Ability for the user to update the sections/widgets that display case or user specific data to create efficiencies and office specific workflows.	High
Paperless/Docket	Ability to list cases scheduled for courts by date, courtroom, judge and assigned staff member. Access to all court data, files, evidence and involved parties shall be available electronically.	High
Evidence/Rich Media	The system should be capable of securely storing all file types of any size. This storage is case specific.	Medium
Outside Agency Integration	Ability to grant view access to outside partner agency users or to allow those agencies access to a security partitioned portion of the system for their own use.	Low

Linn County District Attorney
Process Specific Custom JustWare Views
(EXHIBIT E)

Several JustWare views were custom built with different date and event type filters to help accommodate specific Court and DA processes. Other, more general views relating to case types will be detailed elsewhere.

Arraignment (Start View)

Purpose: This view displays all events scheduled for a certain date and time during the Circuit Court’s “Arraignment Docket.” The view includes all case data/tabs/fields for all cases set in that docket so that staff may interact with the bench and defense bar, etc. in open court without a paper file. Tasks for case assigned staff may be quickly created and automatically assigned.

Parameters: Any Arraignment, Hearing, PV Hearing, Arraignment on Indictment, Plea and Sentencing, PV Arraignment or Show Cause Arraignment event type scheduled for this Wednesday at 1:15pm. The Event Status must also be blank/null indicating that the hearing hasn’t occurred and hasn’t been set over.

Attorney Charging (Start View)

Purpose: All cases at the beginning of the life cycle assigned to an individual user are presented with all sections/tabs available for editing. This allows an Attorney to efficiently review all cases that are pending their review for a charging/decline to charge decision in one place.

Parameters: All cases assigned to an individual user with any of our Under Review type case statuses are displayed with all LCDA Cases (general case view). When a case is charged, and the status/place in lifecycle is updated, it is removed from this view.

Court View w-FC (Start View)

Purpose: This is our all-purpose court docket view. The primary purpose is to enable paperless review of cases in open court in real time. More specifically, this view displays all cases scheduled for a court appearance between a variable start and end date. Each case that meets that requirement displays an abbreviated portion of the case data specific to common questions a judge or defense attorney may ask in court.

Parameters: Only cases with an open/pending court event between the view variables is included in the list of cases to be called. Agencies & Involved parties, documents/evidence, events, and tasks are all available to add/edit within each individual case from this view.

DV Court View (Start View)

Purpose: This view displays a list of court hearings set in a specific DV Treatment Court within a variable date range. This allows staff to both prepare these cases for these hearings ahead of time and to interact directly with each case scheduled as the court calls them in open court. This interaction with the case is accomplished by providing access to case notes, reports, charges, victim information, tasks and disposition data fields directly.

Parameters: Only DV Court Hearing types scheduled between 1:15pm-3:15pm on Thursday within the date range are displayed. These event types include: DV PV Hearing, DV Review Hearing, Transfer out of DV Court, Transfer to DV Court, Under Review-DV Court and Hearing. These events must be pending, that is they should not include a status.

Jails/In-Custody (Start View)

Purpose: Each day, the Court sets a docket to arraign people recently arrested and held in jail. Specific accelerated timelines to allow these people an appearance before a judge exist. To help meet these shorter deadlines, this view displays specific event types scheduled each day at 3:00pm. The attorney present in court representing our office must have quick access to each of the cases scheduled. Specifically, notes about the facts/charges in the case and recommended conditions of release or security (bail) and no contact provisions must be readily visible for each case. Interaction is also required regarding some involved parties/agencies, charges, tasks, documents/evidence, court events and other case notes.

Parameters: Only arraignment type events are displayed when they are still pending (no status) and are scheduled for 3:00pm. These arraignment events include: Arraignment, Hearing, Hearing Probation Violation, Arraignment on Indictment, Plea and Sentencing, Arraignment on Probation Violation, and Arraignment on Show Cause.

LCDA Start Page (Start View)

Purpose: Designed as a snap-shot of each individual user's case load, pending tasks and other office intranet style resources, this is the most diverse and important start view in our office. Every open/pending case assigned to an individual user is displayed along with various summary type information about its status, plea offer status and much more. Time sensitive or unique case tasks and requirements are highlighted to help guide priorities of the office as assigned to individual staff members. These priorities are presented in a dashboard format that opens as JustWare starts helping prompt priorities at the beginning of each day.

Parameters: Unique to each user and the cases/tasks assigned to them, this report is independent of the Court dockets and date ranges. It highlights work load and action items assigned to an individual in their own cases for a user to better prioritize their day and keep track of numerous specialty tasks.

Task Work View (Start View)

Purpose: When individual users work with the case load volume that is typical of every user in our fast-paced office, it is easy to lose track of individual tasks, steps required for each case and the numerous details required of every matter. The Task Work View consolidates tasks assigned to an individual user and presents all case sections/data fields for direct editing. In this way they can sort/filter all tasks by keyword or type to perform similar tasks back-to-back for greater efficiency or to locate a unique task that might otherwise be difficult to find. They can often perform all requirements to complete a task without leaving this view because they have access to the entire case for additional efficiency.

Parameters: Based on the user and their workload this view is independent of Court Dockets. Only open/pending tasks that have not been completed are displayed to keep the user focused on the next task or pending actions required.

Walk-in Prep (Start View)

Purpose: The Walk-in Prep view delivers a list of cases set for the Arraignment Court Docket. These events occur each Wednesday and are limited by event type. This particular docket is fast-paced and requires substantial preparation. This view helps organize those cases in a way to draw attention to missing work necessary and to allow the staff member to efficiently deliver that work for all cases set in the date range.

Parameters: Any Arraignment, Hearing, PV Hearing, Arraignment on Indictment, Plea and Sentencing, PV Arraignment or Show Cause Arraignment event type scheduled for any Wednesday at 1:15pm within the variable user defined date range. The Event Status must also be blank/null indicating that the hearing hasn't occurred and hasn't been set over.

Walk-in Prep (My Cases) (Start View)

Purpose: The Walk-in Prep (My Cases) view delivers a list of cases set for the Arraignment Court Docket and assigned to the current user. These events occur each Wednesday and are limited by event type. This particular docket is fast-paced and requires substantial preparation. This view helps organize those cases in a way to draw attention to missing work necessary and to allow the staff member to efficiently deliver that work for all cases set in the date range.

Parameters: Any Arraignment, Hearing, PV Hearing, Arraignment on Indictment, Plea and Sentencing, PV Arraignment or Show Cause Arraignment event type scheduled for any Wednesday at 1:15pm in a case assigned to the current user within the variable user defined date range. The Event Status must also be blank/null indicating that the hearing hasn't occurred and hasn't been set over.

LCDA Cases (Case View)

Purpose: Primary criminal prosecution view. This view displays all aspects of a criminal case as they might exist throughout the life cycle of the case. This includes, intake, involved parties, court and other events, files and evidence, discovery, financials, tasks, sentencing/disposition data and much more.

Parameters: Different than the start views previously listed, this view relates to an individual case. It is not limited by an assigned staff person or any calendar or court event dockets. All reports, documents and other assets linked from this case view should have their data scoped to only this case unless specifically requested.