



Grant County
Office of The
Board of County Commissioners
P O Box 37
Ephrata WA 98823
(509) 754-2011

REQUEST FOR PROPOSAL/BIDS (Page 1)
GRANT COUNTY TECHNOLOGY SERVICES
ENTERPRISE CONTENT MANAGEMENT SYSTEM (ECMS)

December 21, 2012

Grant County, Washington, by and through the Board of County Commissioners, is seeking to contract with an experienced company/firm for an Enterprise Content Management System (ECMS), with primary emphasis on replacing an existing enterprise wide imaging implementation. For the purpose of this RFP, ECMS is defined as "an integrated software product suite that can electronically capture, process, index, store, access, view, revise, reproduce, distribute, and dispose of information in both a client/server and web environment."

More specifically, the purpose of the agreement will be to implement the usage of ECMS software, documentation, implementation, training, and conversion services. Project expectations are:

1. The system should have an expandable modular design to readily incorporate additional future enhancements;
2. Any customized application developed for Grant County needs must be developed, tested, and maintained using a high quality software development methodology for long-term reliability and technical efficiency;
3. Successful responder shall have knowledge and experience of how ECMS affects local government entities with multiple departments;
4. System shall have appropriate tools available to create applications for future County needs;
5. A Database Management System (DBMS) such as Microsoft's SQL Server is highly desirable as the County already has significant tools that allow Grant County Technology Services (GCTS) staff to access data in any system. GCTS also has the ability and experience required to measure and monitor the performance of applications using Microsoft SQL.

Each proposal/bid shall specify each and every item as set forth hereinabove and in Attachment A: *Request For Proposals, Enterprise Content Management System (ECMS), With Primary Emphasis on Replacing an Existing Enterprise Wide Imaging Implementation (hereinafter, "specifications")*. Any and all exceptions must be clearly stated in the proposal/bid. Failure to set forth any item in the

Richard Stevens
District 1

Carolann Swartz
District 2

Cindy Carter
District 3

REQUEST FOR PROPOSAL/BID PACKET (Page 2)
GRANT COUNTY TECHNOLOGY SERVICES
ENTERPRISE CONTENT MANAGEMENT SYSTEM (ECMS)

specifications without taking exception may be grounds for rejection. Grant County reserves the right to reject all proposals and to waive any informality.

If your firm or agency is interested and qualified, please submit one original and three (3) copies of your proposal in a sealed envelope clearly marked with the project title "Grant County Technology Services Enterprise Content Management System" by 4:30 p.m. on Thursday, January 31st 2013 to:

June Strickler, Administrative Services Coordinator
Grant County Commissioners' Office
PO Box 37 / 35 C Street NW
Ephrata, WA 98823

Late proposals/bids and/or proposals/bids submitted *via* e-mail or facsimile will not be accepted. A bid security is a requirement for this project and must be submitted with all proposals/bids.

Bids will be opened on Thursday, January 31st at 4:35 p.m. in the Commissioners lobby located on the 2nd floor of the Grant County Courthouse at 35 C Street NW in Ephrata, Washington.

Should you have any questions about the proposal process, please contact me. I may be reached directly at (509) 754-2011 ext. 637. Thank you in advance for your courtesies.

Sincerely,

BOARD OF COUNTY COMMISSIONERS



June Strickler
Administrative Services Coordinator

cc: Board of County Commissioners
Gary Baker, Grant County Technology Services

REQUEST FOR PROPOSAL/BID PACKET (Page 3)
GRANT COUNTY TECHNOLOGY SERVICES
ENTERPRISE CONTENT MANAGEMENT SYSTEM (ECMS)

PROPOSAL/BID SUBMITTAL AND SELECTION

1. All proposals/bids (hereinafter "proposals"), consisting of one original and three (3) copies, must be received by mail, recognized carrier, or hand delivered no later than 4:30 p.m. on Thursday, January 31, 2013. Late proposals and/or proposals submitted *via* e-mail or facsimile will not be considered.
2. A bid security must accompany each proposal in the form of a surety bond, postal money order, cash, cashier's check, or certified check in an amount equal to five percent (5%) of the amount of the bid proposed.
3. All correspondence should be directed to:

June Strickler, Administrative Services Coordinator
Grant County Commissioners' Office
PO Box 37 / 35 C Street NW
Ephrata, WA 98823

4. Costs of preparation of the proposal will be borne by the proposer.
5. It is preferred that the proposal photocopies be submitted double-sided (printed on two sides).
6. Proposals will be opened on Thursday, January 31st at 4:35 p.m. in the Commissioners lobby located on the 2nd floor of the Grant County Courthouse at 35 C Street NW in Ephrata, Washington.
7. Selection of qualified proposers will be made by the Board of County Commissioners and one or more representatives of Grant County Technology Services (hereinafter "Selection Committee"). Grant County reserves the right to require a meeting between the Selection Committee and one or more representatives from the selected proposers prior to the award of a contractual agreement to be signed by the proposer and the Board of County Commissioners.
8. This request does not constitute an offer of employment or to contract for services.
9. The County reserves the option to reject any or all proposals, wholly or in part, received by reason of this request.
10. The County reserves the option to retain all proposals, whether selected or rejected. Once submitted, the proposals and any supplemental documents become the property of the County.
11. All proposals shall remain firm for ninety (90) days following the closing date for receipt of proposals.

REQUEST FOR PROPOSAL/BID PACKET (Page 4)
GRANT COUNTY TECHNOLOGY SERVICES
ENTERPRISE CONTENT MANAGEMENT SYSTEM (ECMS)

12. The County reserves the right to award the contract to the individual/agency that presents the proposal which, in the judgment of the Selection Committee, best accomplishes the desired results.
13. Selection will be made on the basis of the proposals as submitted. The Selection Committee may deem it necessary to interview applicants. The County retains the right to interview applicants as part of the selection process.
14. Members of the Selection Committee are not to be contacted by the proposers regarding this contract opportunity; however, they may contact the County's Administrative Services Coordinator at the location listed in Item #3 hereinabove, or at (509) 754-2011 ext. 637 for proposal submittal and bid opening questions and gcts@co.grant.wa.us for technical questions.

PROPOSAL FORMAT

A qualifying proposal must address all of the following points:

1. Project Title
2. Applicant Information
 - a. Individual/agency name.
 - b. Mailing address, phone number, fax number, and contact person's e-mail address.
 - c. Federal Tax ID number.
3. Individual/Agency Qualifications
 - a. Type of organization, size, professional registration and affiliations.
 - b. Names and qualifications of individual/persons to administer this project.
 - c. Outline of recent or current contracts successfully completed or being carried out that are comparable to this Request For Qualifications/Bid. The individual/agency is required to demonstrate specific service provisions and expertise relating to the requirements set forth in Attachment A.
 - d. Qualifications of individual's/agency's staff and/or subcontractors, if applicable.
 - e. Client references from recent related contracts, including name, address and phone number of individual(s) to contact for referral.

REQUEST FOR PROPOSAL/BID PACKET (Page 5)
GRANT COUNTY TECHNOLOGY SERVICES
ENTERPRISE CONTENT MANAGEMENT SYSTEM (ECMS)

4. Understanding of and Approach to the Contract

- a. Proposers must be willing and able to work within Attachment A's Section 1.6, *Proposed Schedule of Events*.
- b. Provide an indication of information and participation the proposer will require from County staff.

5. Fees and Insurance

- a. Propose all fixed fees and/or costs, as appropriate, for project completion pursuant to Attachment A.
- b. Within seven (7) business days after final signatures are obtained on the contract, the individual/agency shall provide the County with a certificate of liability insurance naming Grant County and its employees and officers as additionally named insured. Said insurance shall be maintained in full force and effect for the duration of the contract and must be in an amount and format satisfactory to the County.

c. Indemnification

The individual/agency shall defend, indemnify and hold harmless the County, its officers and employees from all claims, demands, damages, costs, expenses, judgments, attorney fees, liabilities or other losses that may be asserted by any person or entity, and that arise out of or are made in connection with the acts or omissions relating to the performance of any duty, obligation, or work hereunder. The obligation to indemnify shall be effective and shall extend to all such claims and losses, in their entirety, even when such claims or losses arise from the comparative negligence of the County, its officers and employees. However, this indemnity will not extend to any claims or losses arising out of the sole negligence or willful misconduct of the County, its officers and employees.

The preceding paragraph applies to any theory of recovery relating to said act or omission, by the individual/agency, or its agents, employees, or other independent contractors directly responsible to individual/agency including, but not limited to the following:

- c.1 Violation of statute, ordinance, or regulation;
- c.2 Willful, intentional or other wrongful acts, or failures to act;
- c.3 Negligence or recklessness;
- c.4 Furnishing of defective or dangerous products;

REQUEST FOR PROPOSAL/BID PACKET (Page 6)
GRANT COUNTY TECHNOLOGY SERVICES
ENTERPRISE CONTENT MANAGEMENT SYSTEM (ECMS)

- c.5 Premises liability;
- c.6 Strict Liability;
- c.7 Violation of civil rights; and/or
- c.8 Violation of any federal or state statute, regulation, or ruling resulting in a determination by the Internal Revenue Service, Washington State Board of Tax Appeals or any other Washington public entity responsible for collecting payroll taxes, when the agency/firm is not an independent contractor.

It is the intent of the parties to provide the County the fullest indemnification, defense, and "hold harmless" rights allowed under the law. If any word(s) contained within the Professional Services Agreement are deemed by a court to be in contravention of applicable law, said word(s) shall be severed from the Professional Services Agreement and the remaining language shall be given full force and effect.

SCOPE OF WORK

The successful proposer will enter into a contract with Grant County with a period of performance from the date of Board of County Commissioner signature through project completion, on or before June 14, 2014. The successful proposer will be responsible to administer and/or ensure that all requirements set forth within Attachment A are met.

Attachment A

**Grant County, Washington, Integrated Services
Enterprise Content Management System (ECMS)**

REQUEST FOR PROPOSALS
Enterprise Content Management System
(ECMS),
With Primary Emphasis on Replacing an
Existing Enterprise Wide Imaging
Implementation

GRANT COUNTY

Grant County Courthouse
Technology Services Department
35 C St NW
Suite 310
Ephrata, WA 98823

FOR INFORMATION CONTACT:

gcts@co.grant.wa.us

Grant County Courthouse
Technology Services Department

1	INTRODUCTION	1
1.1	Background	1
1.1.1	Information Integration Philosophy	1
1.1.2	County Information	1
1.1.3	Technology Environment	2
1.1.4	Grant County’s Current Imaging Experience	3
1.1.5	Grant County’s Future Imaging Expectations	4
1.2	Purpose and Scope of the RFP	5
	Goals	5
1.2.2	Minimal Functions	6
1.2.3	Technical System Requirements	7
1.2.4	Required Interfaces	8
1.3	Project Expectations	8
1.3.1	The system should have an expandable modular design to readily incorporate additional future enhancements	8
1.3.2	Any customized application developed for Grant County needs must be developed, tested, and maintained using a high quality software development methodology for long-term reliability and technical efficiency	8
1.3.3	Successful Responder shall have knowledge and experience of how ECMS affects local government entities with multiple departments	8
1.3.4	System shall have appropriate tools available to create applications for future county needs; and	8
1.3.5	A Database Management System (DBMS) such as Microsoft’s SQL Server is highly desirable because the County already has significant tools that allow Grant County Technology Services staff to access data in any system. Grant County Technology Services also has the ability and the experience required to measure and monitor the performance of applications using Microsoft SQL.	8
1.4	Project Team	8
1.5	Implementation Phases of the ECMS project	8
1.5.1	Phase 1: Clerks Office	8
1.5.2	Phase 2: Sheriff’s Office	18
1.5.3	Phase 3: County Commissioners	18
1.5.4	Phase 4: Prosecuting Attorney’s Office (PAO)	18
1.6	Proposed Schedule of Events	20
1.7	Letter of Intent	21
1.8	RFP Communications with Grant County	21
1.10	Proposal Certification	22
1.11	Responders and Prime Contractor Responsibilities	22

1.12	Confidentiality of Submitted Items	22
1.13	Clarifications	22
1.14	Withdrawal of Proposals	22
2	PROCUREMENT PROCESS	23
2.1	Evaluation of Proposals	23
2.2	Right of Selection or Rejection of Proposal	23
2.3	Procedures When Only One Proposal is Received	23
2.4	Open Procurement	23
2.5	Initial Evaluation Process	24
2.6	Selection of Finalists	24
2.7	Hands-On Demonstration of Proposed Products by Finalists	24
2.8	County Visits Finalists Client Sites and/or Product Laboratories	24
2.9	Finalists Evaluation Process	25
2.10	Selection of Successful Responder	25
2.11	Successful Responder Discovery Sessions	25
2.12	Successful Responder Acceptance Test Plan	25
2.13	Successful Responder Statement of Work	25
2.14	Contract Finalization	25
3	CONTRACT	26
3.1	Contract Approval	26
3.2	Execution of Contract	26
3.3	Warranties and Maintenance Agreement	26
3.3.1	Warranties	26
3.3.2	Maintenance	26
3.3.3	Software	27
3.4	No Assignments	27
3.5	Errors in Proposals	27

3.6	Rights to Submitted Material	27
3.7	Proprietary Material	27
3.8	Non-endorsement	27
3.9	Cooperative Purchasing	28
3.10	Source Code/Software	28
3.11	Necessary Ancillary Software	28
3.12	Washington State WAC Requirements	28
3.13	Health Insurance Portability and Accountability Act (HIPAA) Requirements	28
3.14	Duration of Contract	28
3.15	Contract Renewal/Termination	29
3.16	Non-appropriation	29
4	PROPOSAL FORMAT AND CONTENT	30
4.1	Required Format	30
4.2	Instructions for the Technical and Business Contents of the Proposal	30
	Table of Contents	30
	ATTACHMENT A - RESPONDER CORPORATE PROFILE	39
	ATTACHMENT B - CERTIFICATE OF NON-COLLUSION	41
	ATTACHMENT C: PROPOSAL CERTIFICATION	42
	ATTACHMENT D - CUSTOMER REFERENCE FORM (MUST SUBMIT AT LEAST 3 REFERENCES)	43
	ATTACHMENT E – PRICE PACKAGE	44
	APPENDIX A PROFESSIONAL SERVICES CONTRACT (INVOLVING PROTECTED HEALTH INFORMATION)	45
	EXHIBIT A	56
	EXHIBIT B	57

1 Introduction

Grant County, Washington, (County), is seeking proposals for an Enterprise Content Management System (ECMS), with primary emphasis on replacing an existing enterprise wide imaging implementations. The County currently extensively utilizes the imaging functionality of an existing imaging system for some of these purposes. The County defines ECMS as:

An integrated software product suite that can electronically capture, process, index, store, access, view, revise, reproduce, distribute, and dispose of information in both a client/server and web environment.

The County desires that this new ECMS system have a fully developed, easy to use, widely deployed, which has a fully tested graphical user interface to be used for workflow planning and for implementation of imaging applications.

Through this Request for Proposals (RFP), the County seeks to select a company or firm to provide ECMS software, documentation, implementation, training, and conversion services. This document details the ECMS software, service, and company information on which the County will base its selection.

Regards responding to this RFP, as detailed in sections 1.7-1.9 below, further information will also appear in legal advertisement that includes: (1) the deadline for Proposals; (2) where they are to be submitted to; (3) the number to be submitted (*i.e.*, one original and three photocopies); (4) how they are to be packaged/entitled; (5) whether a bid security is a requirement for the project; (6) that late Proposals and/or Proposals submitted *via* e-mail or facsimile will not be accepted; and (7) when and where the bid Proposals will be opened. This advertising requirement will be met in the County's "paper of record" (*i.e.*, the *Columbia Basin Herald*).

1.1 Background

The information in this section is intended to provide Responder an overview of the County and to convey this project's priorities. The Responder should use this information to gain a sense of the County's size and the scope of services to be provided.

1.1.1 Information Integration Philosophy

All information that is produced by Grant County employees and subcontractors is viewed as 'owned by Grant County'. In this light, it is critical that Grant County has the ability to move information from one information system to another information system.

Application systems by design are often vertical in nature, *i.e.*, they assume that the information collected in the application will only be utilized by that application. Grant County finds it rare that information in a particular data system is not needed in another application. Hence, the County views information as essentially horizontal in nature.

1.1.2 County Information

Grant County serves about 89,300 residents in the central Washington State. The County's mission is to provide quality, timely and responsive services to its residents in the most cost-effective manner.

Fifteen elected officials, together with other department heads, administer the day-to-day operations of the County. An elected three-member Board of County Commissioners (BOCC) is the primary policy-making body, exercising budgetary and financial control of the County. The County operates in a “decentralized” manner. Elected official offices and the non-elected, appointed director's departments each have separate appropriated budgets.

1.1.3 Technology Environment

1.1.3.1 Workstations

The computing environment at Grant County includes about 1,000 personal computers (PCs) to include laptops in approximately 39 office/departments in 19 locations. Most of these PCs are configured with Microsoft Windows XP or Windows 7 as their operating system. Hardware configurations include a minimum of a Core 2 Duo, 1.8 GHz, and at least 4 gigabytes of memory. Grant County utilizes the standards and practices set forth by Microsoft and uses Active Directory intensely. The standard desktop office suite in most of the County is Microsoft Office 2003, 2007 or 2010.

1.1.3.2 Servers

The network contains about 50 servers, most of which are in a virtual environment using VMware ESXi. Currently, Grant County's network operating system standard for file services is Microsoft File Sharing and Microsoft Active Directory. Most of Grant County's Local Area Networks (LANs) are configured with Ethernet running at over 100 megabits or better on both wired and fiber connections. This internal network is composed of around 100 VLAN configured Ethernet switches, attached to several Enterprise switch/routers. The majority of the County's outlying sites are connected externally via 100 megabit VLANs. These external VLANs are part of the Grant County Public Utility District's county wide gigabit fiber system. All network devices are set up with TCP/IP protocol.

Grant County has Microsoft Active Directory for security, file, print services and network environment. Active Directory is standard for Microsoft Windows Network. Microsoft Windows Server 2003 and Server 2008 R2 are the standard Server OS for the county.

Internally, the majority of the County's virtualized servers share several SANs connected to these servers on a separate 10 gigabit backbone.

1.1.3.3 Database Management System (DBMS)

Grant County uses three database systems. The County's preference is Microsoft SQL Server. There are also some Oracle database systems. There are also several MySQL database systems.

1.1.3.4 Electronic Message System

The standard e-mail platform is Microsoft Exchange 2003.

1.1.3.5 Internet Connectivity and Use

If the system provides the capability of software enhancements through the Internet, it is the expectation that the Grant County Technology Services Department will download such upgrades and package them as part of their automated network upgrade capability.

Grant County currently uses Microsoft Internet Explorer V9 and Google Chrome as its Internet browser.

1.1.3.6 Network Deployment of Software

The Grant County Technology Services Department uses Microsoft Server 2008 R2 and WSUS to package network downloadable software and patches.

1.1.3.7 Backup and Disaster Recovery

Grant County currently has an enterprise backup system to backup all server systems, applications and user data to a disk to disk to tape backup server. The enterprise system backs up to a separate SAN that is locally attached. Magnetic tapes are made at end of month. Magnetic tapes are then sent to the Washington State Digital Archives to be stored for disaster recovery purposes.

1.1.3.8 Telecommuting

Employee remote access is available through Cisco AnyConnect. Successful responder remote access for system maintenance is available through the Virtual Private Network (VPN) protocol.

1.1.4 Grant County's Current Imaging Experience

Several Grant County Departments have functional imaging solutions in place. It is expected that each RFP Responder will become fully knowledgeable of existing solutions. It is also expected that each responder will be able to create solutions that meet or exceed the solutions that these Departments have in place, using their existing data stores. Responder's solution will be reviewed by staff within those Departments. Technology Services will be available to those Departments in an advisory capacity to review Responder solutions as required by those Departments. Part of the acceptance process will be to have the various Elected Officials and Department Heads, with running imaging solutions currently in place, sign off on the acceptance of the Responder's solutions. Technology Services will collect these approvals and will review these solutions prior recommending this project to the BOCC for final acceptance.

Current imaging work within the County includes the following departments:

Clerk's Office: The Clerk is responsible for the permanent retention of all Superior Court and Juvenile Court records. The Clerk uses Kofax and Stellant with integration into JIS.

Auditor's Office: The County Auditor is the custodian of all recorded documents, including, but not limited to, deeds, mortgages, judgments, liens, plats, surveys, marriage licenses, etc. The Recording Department uses the optical imaging system Cris+plus. This software is used to create financial receipts, index, scan, and store the image of each document that is recorded. The Auditor would consider moving to this new ECMS system, and therefore, being able to show that a vendor's system has successful installations working in the Auditor's Office of several Washington Counties would be of interest.

Assessor's Office: The Assessor's Office was using part of the existing imaging system. This Office has a scanning station that scans images, copies, printing, etc. images using Sharp ScanDesk and saves files to PDF or TIFF or JPEG formats. Previous documents scanned by outside sources were historical Field Book Pages and the Sr. Citizen Exemption Application. Documents are scanned into PDF format and retrieved from an FTP site. The Assessor's Office is now moving to the TerraScan system, to include their imaging requirements. As part of this proposal, we want to export the Assessor's images from the

existing Stellant imaging system and import them into TerraScan. This will require that the selected vendor interact with the TerraScan vendor to make this happen successfully.

Treasurer's Office: The Treasurer's Office was also using part of the existing system. This Office has a scanning station that scans images, copies, printing, etc. images using Sharp ScanDesk and saves files to PDF or TIFF or JPEG formats. Previous documents scanned by outside sources were historical Field Book Pages and the Sr. Citizen Exemption Application. Documents are scanned into PDF format and retrieved from an FTP site. The Treasurer's Office is now moving to the TerraScan system, to include their imaging requirements. As part of this proposal, we want to export the Treasurer's images from the existing imaging system and import them into TerraScan. This will require that the selected vendor interact with the TerraScan vendor to make this happen successfully.

The Public Works Roads and Transportation Services Department: The Public Works Department scans large scale maps, records of surveys, plats, short plats, large lot subdivisions, SSWM as-built, road maps, road construction, landfill records, sewer documents, etc. They may have other documents that are amenable to be scanned into the selected ECMS. The Public Works Department uses Cartegraph to manage their workflow, payroll and project management. The Cartegraph software uses interfaces to GIS Department which uses ESRI software. It would therefore be of interest if the selected ECMS software had interfaces to ESRI for sure, and to a lesser extent an interface to Cartegraph.

Sheriff's Office: The Sheriff's Office is responsible for maintaining all inmate files for 99 years from the date of the last release. It also files and maintains all correspondence, contracts, etc. to include personnel files for all volunteers and training records for all employees. The Sheriff's Office also files and maintains case files generated from calls for service that have a retention period of a minimum of 7 years. The Sheriff's Office wants to move their existing images and user interface to the new ECMS system.

Commissioners Office: The Commissioner's Office needs to scan/store all historical and current actions taken by the County Legislative Authority using the existing imaging solution. This includes minutes, ordinances, resolutions, contracts, etc. A major difference in their use is that they use the OCR capabilities of the existing system to index and retrieve scanned documents based on their content. The Commissioner's Office wants to move their existing images and user interface to the new ECMS system.

1.1.5 Grant County's Future Imaging Expectations

Prosecutor's Office: The Prosecutor's Office uses the existing Imaging System to retrieve documents that are made available from the Clerk's Office. They also, in a limited fashion, scan some documents into the existing imaging system. They have recently installed DAMION and would like to use the new ECMS system, provided it has a proven interface to the DAMION application. They are also interested in using the features of the new ECMS system to enhance their internal workflow.

Public Defenders Department: The Public Defenders Department uses the existing Imaging System to retrieve documents that are made available from the Clerk's Office. They too have recently installed DAMION and would like to use the new ECMS system to scan documents, provided it has a proven interface to the DAMION application. They are also interested in using the features of the new ECMS system to enhance their internal workflow.

GIS Department: The existing GIS Department would like to be able to scan images into ESRI. Therefore, it is important that Responders be able to demonstrate that the new ECMS has an interface to ESRI. They are also interested in using the features of the new ECMS system to enhance their internal workflow.

Accounting Department: The Accounting Department would like to be able to scan images into Microsoft Dynamics Great Plains (GP) accounting system. Therefore, it is important to be able to demonstrate that the new ECMS has an interface to GP. They are also interested in using the features of the new ECMS system to enhance their internal workflow.

Superior Court: Superior Court currently uses copies of images produced by the Clerk's Office. In the future, the judges may wish to make use documents contained in the ECMS both within their offices, as well as in the courtroom. They are also looking forward to using the features of the new ECMS system to enhance their current internal workflow.

District Court: District Court currently uses copies of images produced by the Clerk's Office. In the future, the judges may wish to make use documents contained in the ECMS both within their offices, as well as in the courtroom. They are also looking forward to using the features of the new ECMS system to enhance their current internal workflow.

Washington State Digital Archives: In general, all Departments have records that have document retention requirements that require they be maintained for extended periods of time or forever. The Washington State Digital Archives (WSDA), part of the Washington State Secretary of State Office, provides these services at no charge to participating Cities and Counties. Many of these entities have turned such records over to WSDA. This is going to become part of Grant County's procedures and policies in the future. Therefore, it is important that the Responder to be able to demonstrate that the new ECMS has a tested and proven interface to WSDA.

1.2 Purpose and Scope of the RFP

This Request for Proposals (RFP) announces the intent of Grant County to purchase a new Enterprise Content Management System.

The purpose of the RFP is to solicit proposals for a comprehensive, enterprise-wide solution that addresses the County's short-term and long-range needs for document imaging, document and records management, workflow capabilities, and the immediate needs for document storage and retrieval. The ability to integrate with other County systems/data is required for future growth, and the ability to segregate image stores and provide public access, where applicable, is highly desired.

The single system should be scalable, starting with 40 users in the Commissioner's, Clerk's, Sheriff's and Prosecutor's Offices, with the ability to expand and support up to 1,000 users and 38 departments. The enterprise project will be designed in a phased approach spanning several years. The County expects that most departments will implement the proposed ECMS application to manage their documents and automate many of their business processes over a five-year period.

Goals

The County's goal is to obtain a system that:

- ◆ Meets current and anticipated business requirements for 10-15 years
- ◆ Promotes efficiency of the County's operations;
- ◆ Provides tools for decentralized use;

- ◆ Provides tools for all levels of staff to have access to data or information needed to carry out their duties;
- ◆ Provides for multi-level security features;
- ◆ Provides desktop access to data and information;
- ◆ Provides single entry of data; and
- ◆ Allows other open systems to be added or “bolted on” at a later date.

1.2.2 Minimal Functions

The ECMS must meet or exceed the following minimal functional requirements:

- ◆ **Document Imaging:** This functionality shall include capturing and storing paper documents in digital form. These digital documents will be indexed, searched (full text), retrieved in all formats, viewed (nonproprietary standard format images) using other imaging software; tools for de-skewing, noise, line removal/smoothing, rotation, and cropping; automatic scaling for output and the ability to insert pages into a previously scanned document, edit a previously scanned document, or delete pages from a previously scanned document. Scanner hardware needs to be independent and support large format scanning;
- ◆ **Document Management:** This functionality shall include indexing and library services such as version control, search, retrieval, annotations, redaction, check-in, check-out, and document security regardless of media type, location, or format, and electronic folder and record management and maintenance capabilities. System capabilities shall support storing of FAXed documents, E-mail documents, E-forms and other non-imaged documents into a folder;
- ◆ **Distribution:** This functionality shall include the delivery and completion of copying, printing, FAXing, E-mailing, and other distribution processes. The ideal ECMS will allow for saving and printing images to external devices (non-proprietary industry standard). It will also provide a *free* imaging viewer that enables searching, viewing and printing of documents and the capability to view images *via* the web. Multiple printer platforms must be supported. The ECMS should have built-in data reporting capabilities;
- ◆ **Records Management:** This functionality shall include electronic and physical document storage management; indexing; ability to define retention schedules and provide classification of archival and permanent records; maintenance of active/inactive inventory and archival permanent records; disposing/purging of expired documents; automated support for copying documents older than a predetermined number of years to microfilm or other permanent media; check-in or check-out of files; and ability to control the archival/purging functions of the system in order to maintain historical data needed to meet federal, state and local record keeping requirements;
- ◆ **Image Enabling Applications:** This functionality shall involve using the imaging engine within another business application to retrieve imaged documents in the ECMS. The imaging engine is not the dominant application and can operate without modification to any source code. Data transfer from the host application can populate the image indexes without user intervention;

- ◆ **Enterprise Work Flow:** Work flow shall include the ability to manage the content, creation, initiate process, management approvals, monitor status, assign tasks and other content lifecycle processes through to the retention and disposition. Work flow tends to be somewhat simplistic and involves simple routing and more limited tracking;
- ◆ **Web Content Management:** Web Content Management shall address the ability to design for implementation across all web-based applications. The ECMS shall include tools for creating content, reviewing approval through template design and management, and publishing processes of web-based content. It must have web client capability; and,
- ◆ **OCR (Optical Character Recognition):** The ECMS shall have the ability to provide OCR capabilities, including bar code scans.

1.2.3 Technical System Requirements

The ECMS must meet the following technical system requirements:

- ◆ The proposed system must operate in Grant County's technology environment as described in Section 1.1.3 and make use of existing equipment;
- ◆ The preferred database is Microsoft SQL. Please specify supported database products and release levels;
- ◆ Operate running inside Windows Server 2008 R2;
- ◆ System must provide application logon capabilities;
- ◆ It is expected that the layers of login security be maintained separate from and not dependent on Active Directory;
- ◆ We do not want the ECMS system to extend or otherwise corrupt the County's existing, extensive Active Directory schema and structure;
- ◆ Comprehensive security features to allow TS complete control over the images. This should include the ability to maintain rigorous confidentiality for certain types of documents;
- ◆ The system should be able to produce electronically signed documents and electronically certified documents for future use;
- ◆ The system should be internet enabled in preparation for future electronic filing (E-filing) of documents;
- ◆ Images should use nonproprietary industry standard formats, compressed and expanded to and from storage, with a fast and efficient non-proprietary industry standard compression algorithm;
- ◆ The hardware proposed for this system should not be proprietary and should be priced individually. The County reserves the right to purchase the hardware or similar hardware itself. Our preference is that the ECMS software run inside our existing VMware virtualized infrastructure. There are many reasons for this preference, with Disaster Recovery by County staff, using current and future commodity hardware, being a major consideration, along with failover provisions. If necessary, the County may expand its existing VMware infrastructure to accommodate the successful Responders applications. It should be remembered that the existing imaging system must run inside the County's existing infrastructure for many years. If it is necessary for the equipment to be set up by your staff,

the equipment will be shipped to Grant County and access for your staff at our site will be available;

- ◆ Capability to dynamically point to different imaging databases at login and direct all actions to selected databases, including scanning, indexing, viewing and workflow automation;
- ◆ System architecture for all client software shall have the capability to be deployed from a network server (client software same load for all desktops); and,
- ◆ Must be extendable to the web or other media as required.

1.2.4 Required Interfaces

The ECMS must be able to receive information from and transfer information to the following applications: Stellent, Microsoft Great Plains, DAMION and TerraScan.

1.3 Project Expectations

1.3.1 The system should have an expandable modular design to readily incorporate additional future enhancements

1.3.2 Any customized application developed for Grant County needs must be developed, tested, and maintained using a high quality software development methodology for long-term reliability and technical efficiency

1.3.3 Successful Responder shall have knowledge and experience of how ECMS affects local government entities with multiple departments

1.3.4 System shall have appropriate tools available to create applications for future county needs; and

1.3.5 A Database Management System (DBMS) such as Microsoft's SQL Server is highly desirable because the County already has significant tools that allow Grant County Technology Services staff to access data in any system. Grant County Technology Services also has the ability and the experience required to measure and monitor the performance of applications using Microsoft SQL.

1.4 Project Team

The project team will include both experienced and non-experienced imaging staff and members of selected departments who are familiar with their business processes.

- ◆ Project Managers - Gary Baker and Brent Myrick, Technology Services; Sonia Black and Kim Allen, Clerks Office; Barbara Vasquez, Commissioners Office; Donna Hodgson and Patty Cannon, Prosecutors Office; Danielle Rice, Auditors Office; Joyce Harmon and Gidget Moreno, Assessor's Office; Bobbee Poplawski and Deb Shay, Sheriff's Office

1.5 Implementation Phases of the ECMS project

1.5.1 Phase 1: Clerks Office

The Clerk's office is in the executive branch of government yet it supports the Superior Court (judicial branch of government). Therefore, the Clerk's office is responsible for retention of all court records including receiving, scanning, indexing/docketing/linking, and filing all documents filed in Superior Court in all 8 case types (criminal, civil, domestic, probate, adoption/paternity, mentally ill, truancy/dependency, and juvenile offender) and all judgments that may be entered and assigned in any of those various case types. In addition, the Clerk has courtroom clerk staff who are in attendance at all court hearings and trials for the purpose of taking minutes and for marking and safekeeping of exhibits.

The Clerk's office utilizes statewide programs that are maintained in Olympia by the Office of the Administrator for the Courts ("AOC"), such as SCOMIS, JIS, JRS, and Blue Zone, that must work in conjunction with any software used locally. It is mandatory that the proposed ECMS link with SCOMIS via Blue Zone for the purpose of pulling ("screen scraping") information from SCOMIS into the proposed ECMS in appropriate locations. Fields in the ECMS should be automatically populated from SCOMIS information.

Currently, the Clerk's office does duplex scanning and uses bar code stickers on documents to act as a separator and temporary index within the imaging/scanning software. The ECMS should notify of an error if duplicate bar codes are used.

This is the typical document process for the Clerk's office:

1. Place bar code sticker, file stamp, and name stamp on front page of document.
2. Place in "to be scanned" basket.
3. Scan document – bar code sticker on document is separator and temporary index.
4. Document is placed in "to be docketed" basket.
5. A docketer enters the document on the CHANGE DOCKET, VERIFY DOCKET, or ADD DOCKET screens in SCOMIS.
6. Document is indexed in Stellent using the bar code in "Docketing Tool".
 - a. Both the SCOMIS Window and Stellent Window must be open.
 - b. The user ensures that the cursor in SCOMIS is on any part of the line for the correct sub # of the document they are indexing.
 - c. Using the ALT-TAB function in Windows, the user switches to the Stellent Window.
 - d. If the last thing done in Stellent was a previous index, the cursor in Stellent will remain in the Bar Code field of the Docketing Tool, which allows for indexing of multiple documents in a quick manner.
 - e. Using a bar code reader (currently use Honeywell MS9520), the user will "zap" the document's bar code in the Bar Code field of the Docketing Tool.
 - f. The fields are automatically populated from SCOMIS.

- g. User clicks Save or uses the keyboard shortcut of CTRL S.
- h. Document is filed in the “to be filed” basket.

Docketing Tool

Docket Search

Docketing Process

Bar Code

Security

Case Number

Sub-doc. Number

Case Title

Docket Date

Document Code

Document Desc.

Document Date

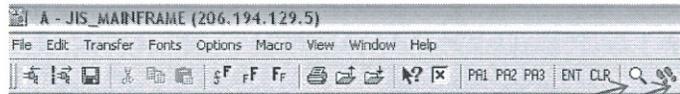
Save Transfer

Field not used

The new ECMS should be able to do the following, which are current Clerk's capabilities:

Clerk's General

- Automatic Login based on Windows ID & Password
- Capability of moving modules within Stellent Window to fit user needs and preserve the positions
- Common keyboard short cut keys, such as Ctrl S, can be used.
- Macros built into SCOMIS toolbar which allow users search Stellent:



1. Magnifying Glass button: Brings up all documents linked in Stellent for the case currently being viewed in SCOMIS.
2. Feet button: Brings up the 1 document where the cursor in SCOMIS is currently located.

Clerk's Docketing Tool (See document process for more detail):

- Automatically updates index using SCOMIS fields.
- Automatically assigns security based on Case Type
- Automatically includes the person's "sign in" name from Windows in the document index as a searchable field.
- Will give error if a document is already indexed with same case number and sub #.

Clerk's Docketing Tool – Search Tab

- Ability to search unlinked documents – which means documents that have been scanned but not indexed in SCOMIS and user fields. This is a leftover capability from when we attempted batch scanning without bar codes. We still use it to find documents that are unlinked.

This could be for various reasons:

- * Docketer missed a document or did not hit Save.
- * Document was attached to another document.
- * Bar code did not read correctly when scanned in KOFAX.
- * Documents waiting to be indexed.

BarCode	=	
Security	=	
Case Number	=	
CaseTitle	Contains	
Sub Doc Number	=	
Begin Docket Date	>=	
End Docket Date	<=	
Document Code	=	
Document Desc	Contains	
DocType	=	
RECID	=	

Clerk's Search Form

- Ability to search by any assigned fields.

Search For Documents

Search by Scan Batch ID
 Document ID
 Search by Document
 Search By Case #
 Search By Type
 Search By Date Start End
 Include Already Docketed Items Run Search

Case Id	Date Scanned	Sub Docket Id	Docketed By
	2/10/2012 12:01:14 PM		
	2/10/2012 12:01:11 PM		
	2/10/2012 12:01:11 PM		
	2/10/2012 12:01:10 PM		
	2/10/2012 12:01:10 PM		
	2/10/2012 11:58:07 AM		
	2/10/2012 11:58:07 AM		
	2/10/2012 11:58:06 AM		
	2/10/2012 11:58:04 AM		
	2/10/2012 11:58:03 AM		

42 documents returned

- Multiple searches available and able to be tailored by user group/person.
- Search Form has Sum button to sum any numbered column (useful for page counts).

Clerk's Search Results

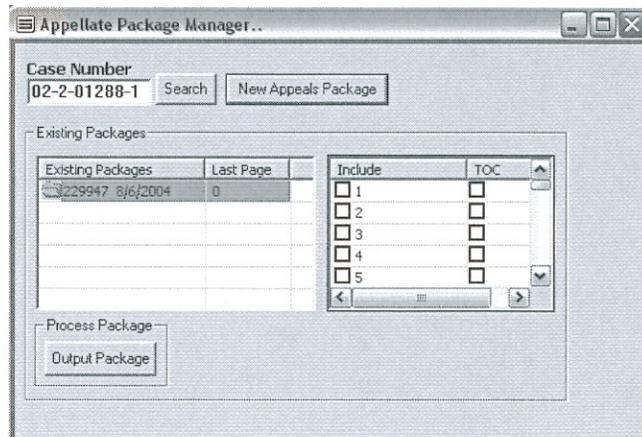
- Ability to Refresh Search
- Search results include non-field items, such as page count, person who indexed document, etc.
- Can tailor search results window to bring up only fields that are wanted by user, can modify column width and Save the format.
- Ability to send search results to Excel file.
- Ability to email one or more documents.
- Ability to print one or more documents and/or individual pages or PDF.
- Ability to save document outside of imaging program as TIF file.
- Ability to cut, copy, and paste documents and pages in documents.
- Filter search results
- Ability to modify the document index from this module
- Auto Launch document when search results in only 1 document
- Ability to Delete document
- Ability to sort by column

Clerk's Viewer

- Multiple viewing modes:
 - SDI Mode - 1 page at a time.
 - Tabbed View – Multiple Pages displayed by Tabs.
 - MDI Mode – Multiple Documents displayed by Tabs.
- Ability to change Viewer settings – Fit-to-height, Fit-to-width, and Fit-to-Window.
- Zoom in and Zoom Out.
- Print capability.
- Annotate capability – change and save document.
 - Rotate document
 - Add line
 - Highlight
 - Add text
 - Add sticky note
 - Redaction
 - Add Bitmap
- GoTo Page – gets you to specific page in large documents.
- Stamp Manager allows you to create Stamps for common annotations

Clerk's Appellate Package Manager

1. User inputs a case number and all documents linked in imaging software are listed by sub#.
2. Allows user to enter Court of Appeals number associated with case.
3. User checks the box for each sub # included in the Designation of Clerk's Papers.



4. After marking each document by sub#, the user clicks the Output Package button.
5. Appellate Manager then sends an image file to a file location chosen by the user which is comprised of all marked documents in sequential order.

6. Simultaneously, the Appellate Manager creates a Word document that provides a caption with everything completed except for the Case name, because this is not separated in SCOMIS by two separate fields (see example below). The Index created lists all documents sent to the image file, sorted in Alphabetical order with Document number (sub#) and the pages that each document is found in the image file.

DOCUMENT	DOC. NO.	PAGE NO.
FINANCIAL DECLARATION.....	542	199-204
ORDER DENYING MOTION/PETITION.....	545	205-206
SEALED FINANCIAL DOCUMENT(S).....	526	167-172
SEALED FINANCIAL DOCUMENT(S).....	534	173-186
SEALED FINANCIAL DOCUMENT(S).....	540	187-189
SEALED FINANCIAL DOCUMENT(S).....	541	190-198

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF GRANT

+
)
,
) NO. 00-3-00012-0
Petitioner-Respondent,
) Court of Appeals No. 29531-1
vs.
) INDEX
|,
)
Respondent-Appellant.
)

----- □

7. Appellate Manager then gives the user the option to save the package.

The new ECMS should also be able to perform the following functions that the Clerk's currently do not have:

Clerk's Search Results Module:

- Users can hold the Shift key & right-click to select multiple documents for printing, emailing, etc. This is a standard capability.
- Users can use CTRL when right-clicking for printing, emailing, etc. Again, this is a standard capability.
- Search results sort for sub # should result in 1, 2, 3, sequence (rather than 1, 10, 100).
- When Auto Launch is activated – takes you into viewer automatically, also, when going through search results and hitting enter, takes you out of search results and into viewer. Should be able to scroll through search results, hitting enter to view, then being able to continue on down search results.
- Ability to modify index on a broad scale.

Clerk's Docketing Tool:

- Search area: Window showing list of documents should be able to be expanded.
- No limit on search results (currently limited to 1,000 documents).

Clerk's Security:

- Need a security besides 1 & 5 to keep judges from seeing Arbitration Awards.
- The Clerk's Office must be able to search for records by case number, case title, filing date, etc. and be able to print/copy records from the date of filing to present. The Clerk maintains all cases forever. Retention of all records is determined by the Washington State Archives records retention schedules.
- The Clerk's Office needs a more robust permissions system and structure than is available in the current imaging system.
- The Clerk's Office needs the ability for certain offices to only see certain cases.

Clerk's Migration of Existing Images:

- Over one million of the Clerk's images must be moved from the current software into the selected ECMS.

Clerk's Glossary of Terms:

- Docketer: The clerk who enters the document's information into JIS.
- Docketing: The process by which a clerk enters a document's information into JIS.
- Indexing: The formal title used for what clerks call Linking.
- Linking: The process by which a clerk transfers the document's information entered in JIS to the ECMS. The document will now be indexed with the information in JIS. It is now searchable in the ECMS by the JIS fields.

1.5.2 Phase 2: Sheriff's Office

◆ **Jail:**

- ◆ The Grant County Sheriff's Office Jail Staff uses the Stellant Imaging program to scan and validate any and all files regarding inmates housed in our jail.

◆ **Sheriff (Administrative and Personnel):**

- ◆ The Grant County Sheriff's Office Staff uses the Stellant Imaging program to scan and validate any and all files related to Administration and Personnel. Some examples of scanned documents would be training requests, training certificates, hiring documentation and anything administration related. The Staff also uses it for all communications and contracts we have with other vendors and agencies.....

◆ **Sheriff Case Files:**

- ◆ The Grant County Sheriff's Office Support and Evidence Staff uses the Stellant Imaging program to scan and validate all files relating to case reports, property/evidence logs, to include released and destroyed property/evidence and citations and infractions along with any and all reports filed with those tickets for all the Law Enforcement agencies in Grant County.

◆ **Sheriff Civil Files:**

- ◆ The Grant County Sheriff's Office Civil Specialist uses the Stellant Imaging program to scan and validate any and all files Civil related. This includes any and all court orders such as protection orders, small claims, subpoenas, divorce decrees, etc.

1.5.3 Phase 3: County Commissioners

The three-member Board of County Commissioners is the legislative and executive authority of the County. The Board has budget and financial authority over all offices and departments, adopts laws governing all aspects of County government, and appoints members to advisory boards and commissions. The Commissioners' Office is responsible for the retention of all County resolutions and ordinances. These responsibilities include creating resolutions and ordinances and maintenance of County government documents. There is a need for other offices/departments and outside parties to view imaged documents.

The Commissioners' Office does not have a departmental system. It will be using the ECMS as its main source of document management. Commissioners need to have the ability to scan resolutions, ordinances and minutes and put them on the County website for the public to view. The Commissioners' Office has not yet completed back scanning on all resolutions and ordinances. Indexing and lookup of Commissioner Office documents must be accomplished through OCR. This is part of the existing imaging solution.

1.5.4 Phase 4: Prosecuting Attorney's Office (PAO)

The Prosecuting Attorney's Office (PAO) prosecutes Superior, District and Juvenile court cases and provides assistance to law enforcement with regard to investigations and criminal matters. The Civil Attorney provides legal advice to County officials and represents the County in civil actions.

The PAO has acquired a new system for case tracking named DAMION by Constellation Justice Systems, which does not have the capability at this time for incorporating images (future versions). DAMION provides the ability to track any type of case the Prosecuting Attorney's Office handles, from criminal misdemeanors to felonies, adult and juvenile, asset forfeiture, welfare fraud investigations, and/or a variety of other civil and family law matters. It has integrated Victim/Witness and Investigations modules which enable it to manage all aspects of a case using the same application. The system is integrated to use Microsoft Word for document generation.

It is mandatory that the proposed ECMS link with the DAMION system. The PAO will use DAMION as its primary department system. The Prosecuting Attorney needs to have the scanned images in the ECMS linkable by Defendant Name, Co-Defendant, Case Number, Case Date, and Classification within the DAMION system. While in the DAMION System, the ability to view all scanned case files relating to a particular case or defendant is imperative. Responder must clearly document and establish how its recommended product works/interfaces in a DAMION environment and how the two systems will share information.

The PAO is responsible for the retention of all prosecuting records for cases tried in Superior, District and Juvenile courts. These responsibilities include receipting documents, indexing documents by case/cause number, document title and/or party name, and maintenance of documents to provide research and copying capabilities from date of filing forward. The PAO maintains the cases for a minimum of a few years to fifty years, depending on the class of felony, for criminal history and civil litigation purposes. Record retention schedules are followed for all pages scanned.

The annual estimated pages for PAO felony cases is estimated at 300,000 pages; juvenile cases at 100,000 pages; civil cases at 100,000 pages; and District Court at 100,000 pages. The individual cases could range from as little as 50 pages to over 100,000 pages. This results in an estimate of 600,000 new pages added to the new system annually. PAO anticipates a yearly increase of 10-15% each year.

1.6 Proposed Schedule of Events

This section provides information regarding the County's procurement process for this RFP. The schedule that follows has been developed in order to provide adequate information for Responders to prepare definitive Proposals and to permit Grant County to fully consider various factors that may affect its decision. This schedule is subject to change at Grant County's discretion.

Milestone	Approximate Date
Issue Date of the RFP	December 21, 2012
Letter of Intent Due to County	January 7, 2013
Pre-Submittal Conference	January 14, 2013
Deadline for Submitted Questions	January 21, 2013
Proposals Due	January 31, 2013
County Evaluates Proposals	February 6, 2013
County to Responder Finalists List	February 13, 2013
Functional Demonstrations/Reference Checks/Site Visits of Responder Finalists	March 13, 2013
Notification of Successful Responder	March 21, 2013
Contract Negotiations and Detailed Planning	April - May, 2013
Contract Start Date	June 1, 2013
Data Conversion	To Be Determined
Training	To Be Determined
Go Live	To Be Determined

The County reserves the right to modify the schedule as circumstances may warrant.

1.7 Letter of Intent

All Responders intending to submit a proposal to this RFP are required to submit a letter of intent. The letter should identify the following information:

- ◆ Company Name
- ◆ RFP Contact for Company
- ◆ Address for Company Contact
- ◆ Phone Number/Fax Number for Company Contact
- ◆ E-mail address for Company Contact

1.8 RFP Communications with Grant County

During the RFP process, the following contact person will be responsible for official coordination and communication with Responder concerning questions, project status, and walk-through and award announcements. No provision in this RFP will be considered modified unless a written addendum is officially issued specifying such changes. Please communicate with this contact person through e-mail only:

gcts@co.grant.wa.us

Brent Myrick, Technology Server Manager
Grant County Courthouse
Technology Services Department
35 C St NW, Suite 310
Ephrata, WA 98823

Grant County requires that other Grant County managers and employees not be contacted during the procurement process. Failure to comply with this requirement may disqualify those proposals from further consideration.

1.9 Proposal Date, Time, and Location

Proposals must be received at the County address listed below no later than October 20th at 4:00 p.m., Pacific Standard Time. Responders are solely responsible for ensuring that proposals are delivered on time. Delays caused by any delivery service, including the US Postal Service, may not be grounds for a waiver of the deadline requirement. Proposals submitted after the deadline will not be accepted. No oral, telephonic, facsimile or telegraphic Proposals or modifications will be considered or accepted. An original Proposal and three (3) photocopies must be submitted as shown below in a sealed envelope clearly marked with the project title: "ECMS Proposal". All proposals must be delivered to:

June Strickler, Administrative Services Coordinator
Grant County Commissioners Office
PO Box 37 / 35 C St NW
Ephrata, WA 98823

All expenses for the preparation of proposals are the responsibility of the Responders. Responders assume the risk of the method of dispatch chosen. Grant County assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual proposal receipt.

Bids will be opened on November 27th at 4:05 p.m. in the Commissioners' lobby located on the 2nd floor of the Grant County Courthouse at 35 C Street NW in Ephrata, Washington.

1.10 Proposal Certification

The Responders must certify in writing that all proposal terms, including prices, will remain in effect for a minimum of one hundred eighty days (180) after the Proposal Due Date and that all proposed capabilities can be demonstrated by the Proposer.

1.11 Responders and Prime Contractor Responsibilities

One of the evaluation factors for this proposal will be the acceptance of legal and financial responsibility for all software and implementation services by a single business entity.

If, in practice, a multi-party solution provides the most cost-effective approach for meeting the broad base of system needs outlined in this document, the County will require designation of a prime contractor to, at a minimum, assume project management responsibility and be the sole point of contact of the County regarding contractual matters. For the implementation, preparation and development of a unified proposal response detailing all cost items associated with each Responder's systems and services,

The prime contractor must also assume responsibility and liability for all services offered in the proposal whether performed by the Responder or its sub-contractors. No changes in subcontractors will be allowed without the approval of the County.

If proposed, the County reserves rights to obtain equipment items through its own purchase programs.

1.12 Confidentiality of Submitted Items

The County intends to keep each proposal confidential until the selection process is complete. By submitting itself to the County's proposal process, each Responder agrees that it will not seek to obtain, review, or compare any other proposal until final selection is complete. Accordingly, if the County receives any such requests from any Responder, the County will refuse that request and will not disclose any part of any other proposal. Should a Responder persist in its efforts to obtain, review, or compare any other proposal, the County may, at its sole option, eliminate that Responder from further consideration.

1.13 Clarifications

The County reserves the right to obtain clarification of any point in a Responder proposal or to obtain additional information necessary to properly evaluate a proposal. Failure of a Responder to respond to such a request for additional information or clarification may result in rejection of the Responder proposal. The County's retention of this right shall in no way reduce the responsibility of Responder to submit complete, accurate, and clear proposals.

1.14 Withdrawal of Proposals

Responders may withdrawal a proposal which has been submitted at any time up to the proposal closing date and time. To accomplish this, a written request signed by an authorized representative of the Responder must be submitted to the County contact person identified above. After withdrawing a previously submitted proposal, the Responder may submit another proposal at any time up to the proposal closing date and time.

2 Procurement Process

2.1 Evaluation of Proposals

The County's evaluation team will determine which proposal can best serve the County's goals and environment. The evaluation will focus on the following aspects:

- ◆ Responder Qualifications;
- ◆ API capabilities;
- ◆ Software Functionality;
- ◆ Ease of Use;
- ◆ Data Requirements;
- ◆ Technical Environment and Support;
- ◆ System and Software support;
- ◆ Costs;
- ◆ Meeting Mandatory Requirements;
- ◆ References; and
- ◆ HIPAA Compliance.

2.2 Right of Selection or Rejection of Proposal

The County, at its sole option, may select or reject any or all proposals at any time without penalty, for any reason, waive any informality in the proposals received, and waive minor deviations from the specifications of which it is the sole judge thereof. Further, the County reserves the right to not make an award if it is deemed that no single proposal fully meets the minimal functional requirements, technical system requirements and interfaces (Section 1.2) of this RFP, or to award a contract for only a portion of the functionality identified herein.

2.3 Procedures When Only One Proposal is Received

In the event only a single responsive proposal is received, the County reserves the right to conduct an analysis of all evaluation criteria submitted in such proposal. The sole Proposer shall provide such information, data and other documentation as deemed necessary for such analysis. The County reserves the right to reject such proposal.

2.4 Open Procurement

- ◆ The Responder should include any latitudes, prohibitions or limitations placed on the purchase of the items presented in the Responder's Proposal. Items and/or services that are meant to be offered on a unit price basis should be identified as such. The objective is to clarify all purchase options.
- ◆ The County reserves the right to negotiate with Responders regarding variations to the original Proposal(s), to include cost, which may be in the best interest of the County.

2.5 Initial Evaluation Process

A team of County employees will evaluate all Proposals received in response to this RFP. During the evaluation, validation, and selection process, the County may desire to contact a Responder's representative(s) for answers to specific questions. Such representative(s) should be readily available to the County and able to respond to each of the various categories of the requirements.

The County may obtain and use information, in addition to that contained in the Proposals, from any source desired. This includes customers of the Responders, regardless of whether or not the references were supplied by the Responders.

2.6 Selection of Finalists

The County will select the Finalists. The County reserves the right, at any time during the selection process, to include additional Responders for final evaluation activities. The selected Finalists will be notified, and a time will be scheduled for the Finalists to participate in scripted demonstrations. Finalists will be asked to provide the County with system documentation at this time.

2.7 Hands-On Demonstration of Proposed Products by Finalists

Finalists will be required to arrange the on-site availability of proposed products to give selected County personnel the opportunity to work with, test, and evaluate the proposed products. The minimum requirement of records in the database is 100,000 for the hands-on demonstration.

In addition, Finalists may be required to arrange for a technical team from the County to meet with members of the Finalists development team or visit the finalists' product laboratories. Finalists must be required to demonstrate the functionality of equipment/systems proposed. The demonstration must be conducted with the products proposed and must be able to demonstrate the functionality and features as stated in the finalist's package(s).

Failure to agree to the demonstration will disqualify a Finalist. Failure to use the products proposed or failure to achieve the performance proposed may disqualify a Finalist.

In addition, the Finalist demonstrations will enable the County to verify responses to the RFP functional and technical requirements. Should the demonstration reveal variations from the response to the RFP, Grant County reserves the right to adjust the scoring to reflect actual conditions of the proposed system. Final scoring will be calculated taking into account any adjustments that need to be made.

It is understood that any associated costs for the on-site Finalist(s) demonstration or a benchmark test shall be incidental to the contract and those costs shall not be passed on to the County.

The County reserves the right to review the most recently audited financial statements for selected Finalists.

2.8 County Visits Finalists Client Sites and/or Product Laboratories

Finalists may be required to make arrangements for a team from the County to visit up to three (3) representative customer sites for purposes of viewing firsthand the proposed products being used in a live production environment. Finalists are required to prepare and coordinate an agenda prior to the visitations.

2.9 Finalists Evaluation Process

A team of County employees will evaluate all proposals, site visits, financial information and additional information that may be requested.

The County may obtain and use information, in addition to that contained in the Proposals, from any source desired. This includes customers of the Finalists, regardless of whether or not the references were supplied by the Finalists.

2.10 Selection of Successful Responder

Following the procedures previously described, Grant County will select the Successful Responder with whom it wishes to enter into contract negotiations.

2.11 Successful Responder Discovery Sessions

The County will invite the Successful Responder to participate in separate, on-site “discovery” sessions to include the business analysis of the selected department(s). The purpose of these sessions is to allow the Successful Responder to ask questions and find answers that will enable the Successful Responder to develop a detailed Statement of Work.

2.12 Successful Responder Acceptance Test Plan

The Successful Responder will develop, as part of the Contract, an acceptable test plan detailing performance testing evaluation criteria for each module of the software. The test plan shall include acceptance criteria and demonstrate the full functionality of each module. The County reserves the right to modify the test plan or criteria to ensure the ECMS will meet its requirements.

2.13 Successful Responder Statement of Work

The Successful Responder will prepare a Statement of Work, including updated costs, and submit it to the County for evaluation and final approval.

2.14 Contract Finalization

This phase will be used to finalize the contract terms and conditions. If a contract cannot be negotiated with the intended Finalist, Grant County may terminate negotiations and pursue an agreement with the next highest rated proposal, repeating this procedure until a successful contract can be reached or all proposals rejected. (See Appendix A for the County’s Standard Professional Services Contract.)

3 Contract

3.1 Contract Approval

The Board of County Commissioners (BOCC) and the Prosecuting Attorney's Office must approve the contract prior to execution and signature by the parties. The County will not be responsible for any work done by the Successful Responder, even work done in good faith, if it occurs prior to the contract start date set by the County.

3.2 Execution of Contract

Upon the acceptance of a Proposal, Grant County will prepare and submit a contract to the Successful Responder for signature. (See sample contract, Appendix A, which contains required contractual language.) In the event that the Successful Responder fails, neglects or refuses to negotiate and/or sign the contract within 20 days after receiving a copy of the contract from Grant County, the County may, at its option, terminate and cancel its action in awarding the contract. A contract is not in effect until signature of the last signing authority – The Board of County Commissioners.

Incorporated by reference into the contract, which is to be entered into by Grant County and the Successful Responder pursuant to this Proposal, will be: (a) all of the information presented in or with this RFP and the Successful Responder's response thereto; and (b) all written communications between Grant County and the Successful Responder whose Proposal is accepted. A recognized, designated official of the Successful Responder shall sign the approved final contract in the presence of a Notary Public before providing the signed original to the Board of Grant County Commissioners for signature/contract execution.

3.3 Warranties and Maintenance Agreement

The Warranties and Maintenance Agreement will be negotiated and signed at the same time and manner as the contract identified in sections 3.1 and 3.2 hereinabove. Successful Responder shall fully describe policies regarding warranties and maintenance on the proposed hardware and software with associated costs (including the availability of multiyear or other volume discounts). Successful Responder shall coordinate all hardware and software warranties and maintenance.

3.3.1 Warranties

The Successful Responder must include details of the warranty periods and conditions for all proposed hardware and software components. Details must include descriptions of the types of problems covered by the warranty, service centers, staff, help desk hours, and response time to calls.

The minimum warranty period shall be for one year from the date of system acceptance. The County will negotiate with the selected Successful Responder the substance of any or all warranties covering complete units or services.

3.3.2 Maintenance

The Successful Responder shall provide a maintenance plan for a minimum period of one year for the installed system and equipment on both preventive (scheduled) and remedial (routine and emergency call-out) basis. The first year maintenance, one year from the date of acceptance, shall be provided at no additional cost to the County. The Successful Responder shall provide

competent, experienced and qualified personnel to provide the required maintenance and additional system services for the warranty period.

A detailed description of the Successful Responder's service shall be included in the Proposal. Included in the service plan shall be the identification and location of service centers, hours available for services calls, the number and qualification of service support staff and the hours of operation of the service desk. The County requires one hour response time for emergency service calls when the system is down and four hours response to non-emergency routine service calls including functional questions associated with normal system processing.

The County reserves the right to obtain software and hardware maintenance directly from the manufacturer after one year.

3.3.3 Software

If improved or updated software corrects maintenance related issues, the Successful Responder shall install the software at no additional cost to the County during the warranty.

3.4 No Assignments

Assignment by the Successful Responder to any third party of any contract based on the Proposal or any monies due is not allowed unless approved in advance by the County in writing.

3.5 Errors in Proposals

The Successful Responder is responsible for all errors and/or omissions in its proposal and any such errors and/or omissions will not serve to diminish its obligations to the County. Successful Responder will not be allowed to alter proposal documents once the proposal has been submitted. The County reserves the right to make corrections or amendments due to errors identified in the proposal by either the Successful Responder or the County. The County may waive minor irregularities contained within the proposal documents.

3.6 Rights to Submitted Material

All Proposals, response inquiries, and/or correspondence relating to or in reference to this Proposal, and all reports, charts, displays, schedules, exhibits and other documentation submitted by Successful Responder shall become the property of Grant County when received.

3.7 Proprietary Material

Any information contained in the proposal that is proprietary must be clearly designated. Marking the entire proposal as proprietary will neither be accepted nor honored. If a request is made to view a Responder's proposal, Grant County will comply according to the Public Records Act, Chapter 42.560 Revised Code of Washington (RCW). If any information is marked as proprietary in the proposal, such information will not be available until affected Responder has been given an opportunity to seek a court injunction against the requested disclosure.

3.8 Non-endorsement

In selecting a Responder to supply products and/or services, Grant County is neither endorsing nor suggesting that the Successful Responder's product is the best or only solution. The Successful Responder agrees not to refer to Grant County in any literature, promotional material, brochures, sales presentation, or the like without the express written consent of Grant County.

3.9 Cooperative Purchasing

The Washington State Inter-local Cooperative Act, RCW 39.34, provides a means for governmental agencies to cooperatively purchase goods and services. Responders agree that other Washington State municipalities may acquire the ECMS software under terms equivalent to this contract.

3.10 Source Code/Software

To protect Grant County in the event the supplier chooses not to perform or is no longer able to perform the required services, a copy of the Source Code with all customization and new release(s) of the product(s) will be supplied to Grant County royalty free.

The Software Source Code shall be held in escrow, with Grant County having full rights to all code in the event the Successful Responder ceases to perform required services. This includes all programs, libraries, and utilities required to build and maintain the software program. Successful Responder will keep the Software Source Code current with each new release of the product(s).

3.11 Necessary Ancillary Software

Unless specifically excepted by the terms of the RFP, all software, including language compilers, middleware, database interfaces, and system management tools, ordinarily furnished or prudently required to make the proposed software product a complete functioning system when installed on County supplied computers and operating systems shall be clearly identified and furnished by the Successful Responder, at no additional cost to Grant County.

Grant County reserves the right to procure, through its own means third party, commercially available software and hardware specified by the Successful Responder in order for the ECMS to function correctly. Third party software shall include all software items identified in the preceding paragraph, as well as operating systems and database systems.

3.12 Washington State WAC Requirements

Successful Responder must adhere to WAC Chapter 434-663 WAC – Imaging Systems, Standards for Accuracy and Durability.

3.13 Health Insurance Portability and Accountability Act (HIPAA) Requirements

The Privacy and Security Regulations under the HIPAA act impose certain requirements on business associates of covered entities who create and/or receive protected health information (PHI) on behalf of a covered entity. Because some of the County offices and departments are covered entities under HIPAA, the Successful Responder must sign a HIPAA Business Associate Agreement before work on the files of such offices and departments may begin. In addition, all the Successful Responders' employees, subcontractors, and/or agents who will be working on this Contract for departments that are covered entities under HIPAA must sign a Confidentiality and Nondisclosure Agreement.

3.14 Duration of Contract

Grant County (hereinafter "County") will enter into a contract with the successful Responder (hereinafter "Contractor"), with a contract term of _____, 20__ to _____, 20__.

3.15 Contract Renewal/Termination

- a. Upon mutual agreement, the parties may agree in writing to renew the contract.
- b. The County may terminate the contract for convenience in whole or in part whenever the County determines, in its sole discretion that such termination is in the best interests of the County. The County may terminate the contract upon giving thirty (30) days written notice by Certified Mail to the Contractor. In that event, the County shall pay the Contractor for all costs incurred by the Contractor in performing the contract up to the date of such notice. Payment shall be made in accordance with Section 5. of the contract (Appendix A)..
- c. If the Contractor breaches any of its obligations set forth in the contract, and fails to cure the breach within ten (10) days of written notice to do so by the County, the County may terminate the contract, in which case the County shall pay the Contractor only for the costs of services accepted by the County, in accordance with Section 5. of the contract (Appendix A). Upon such termination, the County, at its discretion, may obtain performance of the work in completing the work and all damage sustained by the County by reason of the Contractor's breach. If, subsequent to termination, it is determined for any reason that: (1) the Contractor was not in default; or (2) the Contractor's failure to perform was not its fault or its subcontractor's fault or negligence, the termination shall be deemed to be a termination under Section 10(a) of the contract (Appendix A).

3.16 Non-appropriation

All funds for payment by Grant County under this contract are subject to the availability of an annual appropriation for this purpose by its governing body. In the event of non-appropriation of funds by the governing body for services provided under this contract, Grant County will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this contract is spent, whichever event occurs first. The County will provide a written notice of termination with a termination effective date. After the effective date, no charges incurred under this contract are allowed.

4 Proposal Format and Content

This section provides the format and description of the information required for a Responder's Proposal to be considered by the County. The Responder must submit twelve (12) paper copies and one (1) electronic Microsoft Word/Excel copy of their proposal at the date, time, and location given in Section 1.8 of this document.

Elaborate documentations, expensive binding, detailed artwork, or other embellishments are neither necessary nor desirable. The Responder may include additional information, but this will not be used in the final evaluation.

4.1 Required Format

Failure to comply with the specified format may result in the County's rejection of Responder proposal. Responders must respond to all sections stated in this RFP and all of the appendices for the solution(s) they are offering. Other subject headings may be added, as the Responder believes necessary.

Grant County expects that the Responders will use the documents provided in this RFP, when responding. Use of these documents will help to ensure a consistent response to this RFP.

4.2 Instructions for the Technical and Business Contents of the Proposal

Responses to this RFP must consist of the **separate** documents listed below.

- ◆ Technical and Business Section (Parts 1-6); and
- ◆ Pricing Package Section (Part 7)

The documents must be formatted in accordance with the instructions of this RFP. Responders must not include any cost information in any part of the Technical and Business Proposal.

Each Responder must include a cover letter of transmittal signed by at least one but not more than two individuals authorized to negotiate and sign a contract with Grant County on behalf of the prime contractor. Beyond this, the Responder can provide any information desired. The cover letter is to identify the Responder and provide a summary of the proposal. In addition, each Responder must include the Responder's most recent annual Financial Statement.

Table of Contents

Part 1: Executive Summary

- 1.1 Executive Summary – Cover the following areas
 - 1.1.1 Experience
 - 1.1.2 Stability & Growth
 - 1.1.3 Commitment to product line
 - 1.1.4 Product Integration
 - 1.1.5 Standards
 - 1.1.6 Conversion Methodology
 - 1.1.7 Services
 - 1.1.8 Exceptions to the Proposal
 - 1.1.9 Complete Responder Profile - Attachment A

1.2 Attachment A – Responder Corporate Profile

1.3 Attachment B: Certificate of Non-Collusion

1.4 Attachment C: Proposal Certification

1.5 Attachment D - References

References should be as similar as possible to the County in function and size and contain elements of modules sought in this RFP. In addition, at least two references should describe projects completed by the Responder similar in scope, size and tasks to those requirements described by Grant County. (Finalist may be expected to provide a complete list of customers in the last three years.) Questionnaires may be sent to customer references by Grant County or they may be contacted by telephone.

Part 2: Detailed Applications Software Description

The following subsections describe the functional elements that are required by the proposed ECMS. Please include in the proposal how each element would be included in the ECMS.

2.1 General Features

2.2 Security Features (system level, department level, record/document level)

2.3 Document Imaging (see Section 1.2.2)

2.4 Document Management (see Section 1.2.2)

2.5 Distribution (see Section 1.2.2)

2.6 Records Management (see Section 1.2.2)

2.7 Image Enabling Applications (see Section 1.2.2)

2.7.1 Productivity tools to convert multiple electronic Microsoft Office documents into permanent image format and store directly into database.

2.7.2 Features available in the system to import or export of information.

2.7.3 Suite integration – explain the degree of integration of your proposed ECMS suite’s functional components.

2.7.4 Integration with third-party applications: Prepackaged integrations with third-party applications currently in place.

2.7.5 Explain your experience and knowledge of integration with the Prosecutor’s DAMION system and Microsoft GP products.

2.8 Enterprise Work Flow (see Section 1.2.2)

2.9 Web Content (see Section 1.2.2)

2.9.1 Describe the ECMS capability tools for printing, viewing, scanning, using web clients.

2.9.2 Define additional software requirements to create web enabled applications.

2.10 OCR (Optical Character Recognition) (see Section 1.2.2)

2.11 Software Licensing

Licensing – describe the software licensing for the proposed system.

Part 3: System Design

- 3.1 Technical System Requirements (see Section 1.2.3)**
- 3.2 Describe any plans your firm has to support electronic filings now.**
- 3.3 The Responder will provide the architectural design specification necessary to implement the ECMS. This specification will be used to order all necessary hardware for implementation.**
- 3.4 Provide recommendations on the management of electronic files, E-mail, scanned images, objects, and indexed data across the County's network.**
- 3.5 Provide detailed and summarized data necessary to perform a storage requirements analysis. Analysis will include but not be limited to:**
 - A. Determine** the total annual storage requirements, as well as on-line, near-line and off-line requirements including anticipated growth rates.
 - B. Evaluate** the volume and characteristics of active storage requirements per day. Recommend an appropriate storage solution depending upon document characteristics (i.e. magnetic/RAID).
 - C. Analyze** and recommend the storage method(s) to be used by the County. This shall include the appropriate use of distributed and centralized file storage based upon their volume and characteristics, including the need for bulk data transfer to other storage locations.
 - D. Recommend** method(s) and media for appropriate data and file backup.

3.6 Proposed Server Requirements

Please specify number, type and hardware configuration requirements to support the ECMS, including the operating system, recommended DBMS, and hardware configuration requirements (recommended network speed, size, and type of disk arrays, CPU speed, and number of CPU's).

3.7 Proposed Workstation Requirements

Please specify minimum and recommended workstation requirements to operate the ECMS. (Include specifications for a scanning station, indexing station, scanners, CD creation station, and administration station separately. Include all Responder or other software, hardware and requirements for each workstation specified).

3.8 Data Storage Requirements

The ideal solution will allow images to be stored separately from the database on a Microsoft networked server. While Grant County prefers to deploy the ECMS file storage on a Microsoft Network, the Responder shall specify additional resource requirements as part of the RFP response. In addition, ODBC and database compatibility will be taken into consideration.

Security should be incorporated into the system and single sign-on is preferred. Specify how much disk space, RAM, CPU is needed on the network server for the application, operating system, database, tools, etc. before data is added. Provide recommendations for initial install as well as for three (3) years of growth. Attach documentation as appropriate.

3.9 Backup and Disaster Recovery Requirements

- 3.9.1 Indicate whether the proposed package utilizes Grant County's existing Computer Associates backup capabilities. (This is highly desirable.)
- 3.9.2 Explain the recommended backup and recovery strategy including hardware and software that will be needed to support the strategy. Please include estimates of the duration of time that database access may be unavailable due to backup and/or database maintenance processes. The description should include, but be limited to, recovery from facility destruction, data corruption due to hardware failure, and data corruption due to software. Discuss unattended capabilities.
- 3.9.3 Explain if the proposed system supports automatic rollback of incomplete transactions in the event of a system or program failure without needing manual restoration or unlocking of files.
 - ◆ Explain how the application data can be backed up while the database is in use for production work.
 - ◆ Explain how the system shall support manual roll forward capability to reproduce activity from tape backup or journal files in the event of disk failure.
 - ◆ Explain if the proposed system is capable of being partitioned across multiple disk drives in order to achieve high throughput and performance in a distributed processing environment.

3.10 Performance

Identify any processes or transactions that require all the resources of the server or workstation in order to complete successfully, or any unique process or transaction that cannot be run concurrently with any other unique process or transaction.

3.11 System Administration

- 3.11.1 Describe remote administration capabilities.
- 3.11.2 System must provide varying levels of security within the application and allow security management by the system administrator. Please describe the system security capabilities.
- 3.11.3 System must provide an audit trail, explain audit capabilities.
- 3.11.4 List the software version number and release date for each proposed module, including third party solutions.
- 3.11.5 Explain your IT staffing requirements for:
 - ◆ Management as a 'lights out' operation (i.e. maintenance)
 - ◆ Processes or transactions that require operation after normal business hours and require operator intervention to be completed successfully;
 - ◆ The number of hours per month that would be required to support the system by IT staff members;

- ◆ The number of hours per month that would be required to support the system by different department members; and
- ◆ Any additional staffing requirements needed to support the system.

3.12 Digital Signatures

Grant County is studying the role of digital signatures in our automated systems. We currently have not deployed a digital signature solution, although the use of digital signatures for legal documents is authorized under state and national law.

We are very interested in hearing about Responders plans to support digital signatures. Please feel free to provide any relevant information regarding this subject as part of the proposal.

Part 4: Project Management

Please describe how your organization will provide project management to ensure a smooth transition period resulting in a successful installation in the following areas:

- 4.1 Management Commitment;**
- 4.2 Establishing Goals and Specific Success Criteria;**
- 4.3 Developing Achievable Project Plans;**
- 4.4 Resource Allocation;**
- 4.5 Training Provided and Training Resources;**
- 4.6 Key personnel assigned to project and resources available to ensure corporate commitment;**
- 4.7 Describe the background of the project manager, including system architectural experience; and**
- 4.8 Plan Implementation, Questionnaire, Adjustments.**

The Responder must present a full plan for the implementation of the system including environmental requirements, staff assistance required, time and cost figures, and operational requirements, in terms of personnel and time. The cost should clearly identify professional services costs, software license costs, additional software modules, and their purposes and estimated hardware requirements.

The County reserves the right to acquire standard hardware and software from its current approved provider. Standard components should be priced separately.

The implementation plan will be used to monitor the progress and provide system documentation and at a minimum will include:

- 4.7.1 Hardware installation and configuration;**
- 4.7.2 Software installation and configuration;**
- 4.7.3 Testing;**
- 4.7.4 Validation;**
- 4.7.5 Client deployment; and**
- 4.7.6 Schedule**

Based on a mutually agreed time line, please identify your proposed installation, data conversion, testing, and training and go live schedule.

Include dates for deliveries or other reference dates (such as Week 2, etc.) Schedules may be in the form of a table of dates or a Gantt chart at the discretion of the Responder.

4.7.7 Implementation Methodology

Attach a description of the proposed implementation methodology that addresses, at minimum, the following:

- ◆ Briefly describe your company's implementation and integration experience and expertise;
- ◆ Describe how your organization tests for functional and conversion accuracy;
- ◆ Describe what criteria will be used to determine system acceptance; and
- ◆ Describe what level of support is provided during system rollout.

4.7.8 Training

The County believes that training is critical to the project's success. The following questions explore the technical, functional, and end user training recommended by the Responder. For each question, discuss technical and functional implementation team training separately from end user training. Responder must list in the cost proposal whether the training is provided offsite or onsite, training duration, and the training level. The Responder will work with County project staff to determine exact training requirements prior to application installation.

- ◆ How many training hours are included with the proposed system?
- ◆ How many hours and/or days of training are typically required for a comparable sized customer?
- ◆ What are the resources needed for training? E.g., classroom size, type machines, materials needed, number of days, etc.
- ◆ If additional training is needed, what is the average hourly, daily and/or class rate?
- ◆ List training options, time requirements, and "Best Practices" recommendations in the cost proposal. Training options should include:
 - End User (full client and web client);
 - System Administration (OS, Hardware, Utility, Database);
 - Document Imaging;
 - Document Management;
 - Distribution;
 - Records Management; and
 - Integration with other Systems.

4.7.9 Post Implementation Support

- ◆ Please describe post-implementation system support, including the following:

- All parties that the County would be working with;
 - Response procedures for priority vs. non-priority calls;
 - Hours of service;
 - Remote site support; and
 - Any other information that would be appropriate to provide to the County.
- ◆ Please describe how both minor system enhancements and major system upgrades are provided. Please include information with regard to:
- Frequency of delivery;
 - Impact on County staff resources;
 - Cost implications for County;
 - Training impacts; and
 - Whether expert help from Responder or third parties is generally required.

Note: The Successful Responder will be required to provide a comprehensive project plan that fully describes how the Responder intends to complete implementation activities in order to manage and successfully complete the County's project.

Part 5: Support & Maintenance

- 5.1 Describe your support organization, problem escalation process, and options for technical problem resolution.
- 5.2 List in the cost proposal whether service costs are a flat-fee or per incident.
- 5.3 List/describe non-billable services.
- 5.4 Describe coordination of all software upgrades and installations.
- 5.5 Describe your maintenance plan including support for software upgrades.
- 5.6 List performance monitoring tools.
- 5.7 List language and development tools used for the server software application logic.
- 5.8 As Grant County improves our security for remote access to its network, it becomes prudent from a security perspective to re-evaluate the support connections the Responder currently utilizes to access our network to support their products. Grant County is very interested in phasing out conventional methods of access systems in favor of the more secure VPN connection discussed above. We believe that the requirements for Responder to utilize the VPN technology are:
 - ◆ Internet Access for Support Team; and
 - ◆ A username and password for each member of the support team.

Besides the obvious security advances a VPN solution might have in ensuring that only authorized support personnel can access Grant County systems with rights maintained by Grant County Technology Services Department, there should be the secondary advantage of significantly reducing the long distance phone cost for Responder support of system.

Since this system will be contain, and deal with, very sensitive information, the successful Responder will be required to have vendor staff, that must touch and support our network and various vendor applications locally or remotely, complete a background check approved

by Grant County. This will include having vendor staff submit to a fingerprinted FBI background checks that administered and completed by Sheriff's Offices throughout most states. This has become the norm for vendors dealing with Grant County technology. This and has not presented a problem to most vendors.

Part 6: Subcontractor Identification

The Responder must provide information for each subcontractor included in the proposal.

Part 7: Price Package Section

Complete **Attachment E** of this document.

The Responder must itemize all costs, including per hour costs, chargeable to the County as described in this sub-section, in the separate Cost Proposal. Prices quoted shall be valid for at least 365 days following the proposal submission deadline.

Responders are required to submit costs for Purchase, Maintenance, and Training of each system component and type of equipment included in the proposal as well as other costs the Responder will charge or pass through to the County.

The Responder shall state the full, complete prices for any proposed equipment specified per the quotation forms. Projected delivery for equipment shall be clearly stated.

Purchase Costs: Purchase costs are those costs, which are projected to be paid by the County to the Responder for system purchase including any proposed equipment. Any special discounts offered by the Responder should be reflected in the appropriate unit purchase costs.

The County will use the system 24 hours per day, seven days per week, therefore, Proposal costs must allow for unlimited use of the system and equipment.

Technical Support Costs: Technical support costs are projected to be paid by the County on a one-time or recurring basis. Provide a specific list of the services that will and will not be provided in the support costs. Indicate what support costs are projected to occur following any warranty period, and the reasonable duration for these costs. Clearly indicate which are one-time costs and which are recurring costs.

Installation Costs: Installation costs are Responder personnel and supplies costs necessary to effect an operational system.

Documentation and Training Costs: The Responder shall clearly state the cost for every training course listed. Responder shall quote separately any available training or technical assistance not normally included in the basic package. Responder may quote an hourly rate for such services if no contract price is available.

Overall five year cost, five year life cycle, including license, modules, software warranty and hardware/software maintenance, and initial implementation costs, data conversion costs, training costs, and all other associated costs required in response to this RFP will be required. Pricing shall be checked for completeness and mathematical accuracy. Errors and inconsistencies shall be handled according to the severity of the error. Minor mathematical errors shall be called to the attention of the Responder and for the Responder to make correction. Substantial errors shall be reviewed with the Responder, or at the County's option, the package may be disqualified.

Where applicable, detail per license costs such as capture software required for automation indexing, workflow or export to CD; page counts and scanner connections; integration and user application integration suites; web usage; capture from print (i.e. e-mail, Word).

Attachment A - Responder Corporate Profile

Providing answers to the following is mandatory.

Question	Response
Year founded:	
Headquarters location:	
Local officer(s):	
Average rate of growth in sales over the last three years:	
Number of full-time personnel: Total company Management Support Research and development	
Number of full-time personnel dedicated to public sector products: Support Research and development	

Number of total customers by product suite: Past year Past three years	
Number of new customers by product suite: Past year Past three years	
Number of public sector sales by product suite: Past year Past three years Washington State	
Number of customers "live" utilizing:	

<p>Proposed ECMS Functionality</p> <p>Proposed Document Management Functionality</p> <p>Proposed Web-enabled viewer</p>	
<p>Number of customers in implementation phase utilizing:</p> <p>Proposed ECMS Functionality</p> <p>Proposed Document Management Functionality</p> <p>Proposed Web-enable viewer</p>	
<p>Database Server - Hardware Platform</p> <p>Number of customers “live” utilizing:</p> <p>Windows Server 2008 R2</p> <p>Microsoft SQL server 2008 R2 - 2012</p> <p>Other</p>	
<p>Number of customers in implementation phase utilizing:</p> <p>Windows Server 2008 R2</p> <p>Microsoft SQL server 2008 R2 - 2012</p> <p>Other</p>	

Attachment B - Certificate of Non-Collusion

The undersigned certifies under the penalties of perjury that this bid or proposal has been made in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

(Name of Proposer)

(Signature of Authorized Agent)

(Authorized Agent Title)

Attachment C: PROPOSAL CERTIFICATION

Do you certify that you are not on the Comptroller General's list of ineligible contractors nor the list of parties excluded from Federal procurement or non-procurement programs? Yes

THE UNDERSIGNED have hereunto set their hands or caused their duly authorized officers to submit this proposal, all as of the ____ day of _____, 2012.

By signing below, you certify in writing that all proposal terms, including prices, will remain in effect for a minimum of 180 days after the Proposal Due Date, that all proposed hardware and system software has been operational at a non-Contractor owned customer site for a period of 180 days prior to the Proposal Due Date, and that all proposed capabilities can be demonstrated by the Proposer.

Signature

Date

CERTIFICATION OF AUTHORITY OF SIGNATURE: CORPORATIONS

I, _____, certify that I am the Secretary of the Corporation named as Responder herein, that _____ who signed this RFP on behalf of the Responder was then _____ of said Corporation that said bid was duly signed for and on behalf of said Corporation by the authority of its governing body and is within the scope of its corporate powers.

(Secretary)

Date

Corporate Seal

CERTIFICATION OF AUTHORITY OF SIGNATURE: PARTNERSHIPS

I, _____, certify that I am a general partner of the company named as Responder herein, and that I am authorized to bind the partnership to this proposal.

(General partner Printed Name)

Date

(General Partner Signature)

Date

**Attachment D - Customer Reference Form
(MUST SUBMIT AT LEAST 3 REFERENCES)**

Responder must provide a minimum of three (3) references (Public Sector References Preferred). Firms should have contracted with Responder for similar services.

REFERENCE 1

Firm Name: _____

Address: _____

Type of Services Provided: _____

Contact Name: _____

Contact Phone Number: _____

REFERENCE 2

Firm Name: _____

Address: _____

Type of Services Provided: _____

Contact Name: _____

Contact Phone Number: _____

REFERENCE 3

Firm Name: _____

Address: _____

Type of Services Provided: _____

Contact Name: _____

Contact Phone Number: _____

RELEASE AUTHORIZATION FOR REFERENCE CHECK

By signing below, the Responder to this RFP authorizes past clients to supply information requested by Grant County within the scope of this Request for Proposals. Further, the Proposer authorizes the release of such information upon furnishing a of a copy of this release in lieu of the original to each reference.

Firm _____ Name: _____

Signature of Authorized Representative: _____

Typed name and title: _____

Attachment E – Price Package

Item	Purpose/Options	Licenses Or Unit Price	Extended Purchase Price	Yearly Maintenance Support Price
List Hardware Requirements				
List Software Modules				
List Customized modules (VAR specific)				
List Services				
List Optional Software, hardware or Services				

Appendix A
PROFESSIONAL SERVICES CONTRACT
(INVOLVING PROTECTED HEALTH INFORMATION)

GRANT COUNTY/_____.

THIS CONTRACT is entered into in duplicate originals between **GRANT COUNTY**, a municipal corporation, with its principal office at 35 C St NW, Ephrata, Washington 98823, hereinafter "**COUNTY**," and _____, with its principal offices at _____, hereinafter "**CONTRACTOR**."

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. **DURATION OF CONTRACT**

The term of this Contract shall begin on the date last executed below, and shall terminate on _____.

2. **SERVICES PROVIDED BY THE CONTRACTOR**

The **CONTRACTOR** represents that it is qualified and possesses the necessary expertise, knowledge, training, and skills, and has the necessary licenses and/or certification to perform the services set forth in this Contract.

The **CONTRACTOR** shall perform the following services:

a. A detailed description of the services to be performed by the **CONTRACTOR** is set forth in Exhibit A, which is attached hereto and incorporated herein by reference.

b. The **CONTRACTOR** agrees to provide its own labor and materials. Unless otherwise provided for in the Contract, no material, labor, or facilities will be furnished by the **COUNTY**.

c. The **CONTRACTOR** shall perform according to standard industry practice of the work specified by this Contract.

d. The **CONTRACTOR** shall complete its work in a timely manner and in accordance with the schedule agreed to by the parties.

e. The **CONTRACTOR** shall, from time to time, during the progress of the work, confer with the **COUNTY**. At the **COUNTY'S** request, the **CONTRACTOR** shall prepare and present status reports on its work.

3. SERVICES PROVIDED BY THE COUNTY

In order to assist the CONTRACTOR in fulfilling its duties under this Contract, the COUNTY shall provide the following:

- a. Relevant information as exists to assist the CONTRACTOR with the performance of the CONTRACTOR'S services.
- b. Coordination with other County Departments or other Consultants as necessary for the performance of the CONTRACTOR'S services.
- c. Services documents, or other information identified in Exhibit A.

4. CONTRACT REPRESENTATIVES

Each party to this Contract shall have a contract representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

a. For CONTRACTOR:

Name of Representative: _____

Title: _____

Mailing Address: _____

City, State and Zip Code: _____

Telephone Number: _____

Fax Number: _____

E-mail Address: _____

b. For COUNTY:

Name of Representative: _____

Title: _____

Mailing Address: _____

City, State and Zip Code: _____

Telephone Number: _____

Fax Number: _____

E-mail Address: _____

5. COMPENSATION

a. For the services performed hereunder, the CONTRACTOR shall be paid based upon mutually agreed rates contained in Exhibit B, which is attached hereto and incorporated herein by reference. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed \$ _____.

b. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract or supporting exhibits or attachments incorporated by reference into this Contract.

c. The CONTRACTOR may, in accordance with Exhibit B, submit invoices to the COUNTY not more often than once per month during the progress of the work for partial payment of work completed to date. Invoices shall cover the time CONTRACTOR performed work for the COUNTY during the billing period. The COUNTY shall pay the CONTRACTOR for services rendered in the month following the actual delivery of the work and will remit payment within thirty (30) days from the date of receipt of billing.

d. The CONTRACTOR shall not be paid for services rendered under the CONTRACT unless and until they have been performed to the satisfaction of the COUNTY.

e. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTY, then the COUNTY may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty until such failure to perform is cured or otherwise adjudicated. "Substantial" for purposes of this Contract means faithfully fulfilling the terms of the contract with variances only for technical or minor omissions or defects.

f. Unless otherwise provided for in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for payment prior to the execution of the Contract or after its termination.

6. SAFEGUARDING PERSONAL INFORMATION

a. Personal information collected, used or acquired in connection with this Contract shall be used solely for the purposes of this Contract. The CONTRACTOR agrees not to release, divulge, publish, transfer, sell or otherwise make known personal information without the express written consent of the entity or as provided by law.

b. The CONTRACTOR agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to personal information. The COUNTY reserves the right to monitor, audit, or investigate the use of personal information collected, used or acquired by the CONTRACTOR through this Contract. To the extent required by law, the CONTRACTOR shall certify the return or destruction of all personal information upon expiration of this Contract.

c. Any breach of this Section may result in termination of the Contract and the demand for return of all records in connection with this Contract. The CONTRACTOR agrees to indemnify and hold harmless the COUNTY for any damages related to the CONTRACTOR'S unauthorized use or disclosure of personal information.

d. The provisions of this Section shall be included in any CONTRACTOR'S subcontract(s) relating to the services provide under this Contract.

e. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers. Personal Information includes "Protected Health Information" as set forth in 45 CFR § 164.501 as currently

drafted and subsequently amended or revised and other information that may be exempt from disclosure to the public or other unauthorized persons under either Chapter 42.17 RCW or other federal and state statutes and regulations including 42 CFR Part 2, Chapter 70.02 RCW, Chapter 70.24 RCW, Chapter 70.96A RCW and Chapter 71.05 RCW.

7. AMENDMENTS AND CHANGES IN WORK

a. In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the CONTRACTOR shall make any and all necessary corrections without additional compensation. All work submitted by the CONTRACTOR shall be certified by the CONTRACTOR and checked for errors and omissions. The CONTRACTOR shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTY.

b. No amendment, modification or renewal shall be made to this Contract unless set forth in a written Contract Amendment, signed by both parties and attached to this Contract. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the COUNTY.

8. HOLD HARMLESS AND INDEMNIFICATION

a. The CONTRACTOR shall hold harmless, indemnify and defend the COUNTY, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, losses, expenses, damages, and judgments of any nature whatsoever, including costs and attorney's fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the CONTRACTOR'S acts, errors or omissions or the acts, errors or omissions of its employees, agents, subcontractors or anyone for whose acts any of them may be liable, in the performance of this Contract. Claims shall include, but not be limited to, assertions that information supplied or used by the CONTRACTOR or subcontractor infringes any patent, copyright, trademark, trade name, or otherwise results in an unfair trade practice. PROVIDED HOWEVER, that the CONTRACTOR'S obligations hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the COUNTY, its officers, officials, employees or agents. PROVIDED FURTHER, that in the event of the concurrent negligence of the parties, the CONTRACTOR'S obligations hereunder shall apply only to the percentage of fault attributable to the CONTRACTOR, its employees, agents or subcontractors.

b. In any and all claims against the COUNTY, its officers, officials, employees and agents by any employee of the CONTRACTOR, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Worker's Compensation acts, disability benefits acts, or other employee benefits acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under Title 51 RCW. By executing the Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder.

c. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or

breach of any common law, statutory or other delegated duty by the CONTRACTOR, the CONTRACTOR'S employees, agents or subcontractors.

9. INSURANCE

a. **Professional Legal Liability:** The CONTRACTOR, if he is a licensed professional, shall maintain Professional Legal Liability or Professional Errors and Omissions coverage appropriate to the CONTRACTOR'S profession and shall be written subject to limits of not less than \$1,000,000.00.

The coverage shall apply to liability for a professional error, act or omission arising out of the scope of the CONTRACTOR'S services defined in this Contract. Coverage shall not exclude bodily injury or property damage. Coverage shall not exclude hazards related to the work rendered as part of the Contract or within the scope of the CONTRACTOR'S services as defined by this Contract including testing, monitoring, measuring operations, or laboratory analysis where such services are rendered as part of the Contract.

b. **Workers' Compensation (Industrial Insurance):** The CONTRACTOR shall maintain workers' compensation insurance as required by Title 51 RCW, and shall provide evidence of coverage to the Grant County Risk Management Division.

The CONTRACTOR shall send to Grant County at the end of each quarter written verification that premium has been paid to the Washington State Department of Labor and Industries for Industrial Insurance coverage. Alternatively, the CONTRACTOR shall provide certification of approval by the Washington State Department of Labor and Industries if self-insured for Workers Compensation.

c. **Commercial General Liability:** The CONTRACTOR shall maintain Commercial General Liability coverage for bodily injury, personal injury and property damage, subject to limits of not less than \$ 1,000,000.00 per loss. The general aggregate limit shall apply separately to this Contract and be no less than \$2,000,000.00.

- i. The CONTRACTOR shall provide Commercial General Liability coverage which does not exclude any activity to be performed in fulfillment of this Contract. Specialized forms specific to the industry of the CONTRACTOR will be deemed equivalent provided coverage is no more restrictive than would be provided under a standard Commercial General Liability policy, including contractual liability coverage.
- ii. The CONTRACTOR'S Commercial General Liability insurance shall include the COUNTY, its officers, officials, employees and agents with respect to performance of services, and shall contain no special limitations on the scope of protection afforded to the COUNTY as additional insured.
- iii. The CONTRACTOR shall furnish the COUNTY with evidence that the additional insured provision required above has been met. An acceptable form of evidence is the endorsement pages of the policy showing the COUNTY as an additional insured.
- iv. If the CONTRACTOR'S liability coverage is written as a claims made policy, then the CONTRACTOR must evidence the purchase of an extended reporting period or "tail" coverage for a three-year period after project completion, or otherwise maintain the coverage for the three-year period.

v. If the Contract is over \$50,000 then the CONTRACTOR shall also maintain Employers Liability Coverage with a limit of not less than \$1,000,000.00.

d. **Automobile Liability:** The CONTRACTOR shall maintain Business Automobile Liability insurance with a limit of not less than \$ (not applicable) each accident combined Bodily Injury and Property Damages. Coverage shall include owned, hired and non-owned automobiles.

e. **Other Insurance Provisions:**

i. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY, its elected and appointed officers, officials, employees and agents.

ii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY, its officers, officials, employees or agents.

iii. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

iv. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

v. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification.

vi. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced.

f. **Verification of Coverage and Acceptability of Insurers:** The CONTRACTOR shall place insurance with insurers licensed to do business in the State of Washington and having A.M. Best Company ratings of no less than A-, with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington.

i. Certificates of Insurance shall show the Certificate Holder as Grant County and include c/o of the Office or Department issuing the Contract. The address of the Certificate Holder shall be shown as the current address of the Office or Department.

ii. Written notice of cancellation or change shall be mailed to the COUNTY at the following address:

June Strickler, Administrative Services Coordinator
Grant County Commissioners Office
PO Box 37 / 35 C St NW
Ephrata, WA 98823

iii. The CONTRACTOR shall furnish the COUNTY with properly executed certificated of insurance or a signed policy endorsement which shall clearly evidence all insurance required in this section prior to commencement of services. The certificate will, at a minimum, list limits of liability and coverage. The certificate will provide that

the underlying insurance contract will not be canceled or allowed to expire except on thirty (30) days prior written notice to the COUNTY.

iv. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Grant County Risk Management Division.

10. TERMINATION

a. The COUNTY may terminate this Contract for convenience in whole or in part whenever the COUNTY determines, in its sole discretion, that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving ten (10) days written notice by Certified Mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for all costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with Section 5 of this Contract.

b. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract, the COUNTY may summarily terminate this Contract notwithstanding any other termination provision of the Contract. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by the COUNTY to the CONTRACTOR. After the effective date, no charges incurred under this Contract are allowable.

c. If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the COUNTY, the COUNTY may terminate this Contract, in which case the COUNTY shall pay the CONTRACTOR only for the costs of services accepted by the COUNTY, in accordance with Section 5 of this Contract. Upon such termination, the COUNTY, at its discretion, may obtain performance of the work elsewhere, and the CONTRACTOR shall bear all costs and expenses incurred by the COUNTY in completing the work and all damage sustained by the COUNTY by reason of the CONTRACTOR'S breach. If, subsequent to termination, it is determined for any reason that (1) the CONTRACTOR was not in default, or (2) the CONTRACTOR'S failure to perform was not its fault or its subcontractor's fault or negligence, the termination shall be deemed to be a termination under subsection a of this section.

11. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

a. The CONTRACTOR shall perform the terms of the Contract using only its bona fide employees or agents who have the qualifications to perform under this Contract. The obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the COUNTY.

b. The CONTRACTOR warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

12. NON-WAIVER OF RIGHTS

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time.

13. INDEPENDENT CONTRACTOR

a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an Independent Contractor and not as an agent, employee or servant of the COUNTY. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.

b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section 5 of this Contract, and the CONTRACTOR is not entitled to any County benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to Grant County employees.

c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent or representative of the CONTRACTOR shall be or deem to be or act or purport to act as an employee, agent or representative of the COUNTY.

d. The CONTRACTOR shall assume full responsibility for the payment of all payroll taxes, use, sales, income or other form of taxes, fees, licenses, excises, or payments required by any city, county, federal or state legislation which is now or may during the term of this Contract be enacted as to all persons employed by the CONTRACTOR and as to all duties, activities and requirements by the CONTRACTOR in performance of the work on this project and under this Contract and shall assume exclusive liability therefore, and meet all requirements thereunder pursuant to any rules or regulations.

e. The CONTRACTOR agrees to immediately remove any of its employees or agents from assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S contract representative or designee.

14. COMPLIANCE WITH LAWS

The CONTRACTOR shall comply with all applicable federal, state and local laws, rules and regulations in performing this Contract.

The relationship contemplated by this Contract may implicate the Privacy Regulations under the Health Insurance Portability and Accountability Act of 1996, Pub.L. No. 104-191, 110 Stat. 1936 (1996) (HIPAA). The CONTRACTOR shall comply with HIPAA and applicable regulations contained in 45 CFR parts 160 and 164. The CONTRACTOR shall enter into a Business Associate Addendum with the COUNTY if the COUNTY determines that the CONTRACTOR will be acting as Business Associate as defined under HIPAA.

15. INSPECTION OF BOOKS AND RECORDS

The COUNTY may, at reasonable times, inspect the books and records of the CONTRACTOR relating to the performance of this Contract. The CONTRACTOR shall keep all records required by this Contract for six (6) years after termination of this Contract for audit purposes.

16. NONDISCRIMINATION

The CONTRACTOR, its assignees, delegates or subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of race, color, creed, ethnicity, religion, national origin, age, sex, marital status, veteran status, sexual orientation or the presence of any disability. Implementation of this provision shall be consistent with RCW 49.60.400.

17. OWNERSHIP OF MATERIALS/WORK PRODUCED

a. Material produced in the performance of the work under this Contract shall be “works for hire” as defined by the U.S. Copyright Act of 1976 and shall be owned by the COUNTY. This material includes, but is not limited to, books, computer programs, plans, specifications, documents, films, pamphlets, reports, sound reproductions, studies, surveys, tapes, and/or training materials. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The COUNTY agrees that if it uses any materials prepared by the CONTRACTOR for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the CONTRACTOR harmless therefore to the extent such use is agreed to in writing by the CONTRACTOR.

b. An electronic copy of all or a portion of material produced shall be submitted to the COUNTY upon request or at the end of the job using the word processing program and version specified by the COUNTY.

18. DISPUTES

Differences between the CONTRACTOR and the COUNTY, arising under and by virtue of this Contract, shall be brought to the attention of the COUNTY at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the COUNTY’S Contract representative or designee. All rulings, orders, instructions and decisions of the COUNTY’S contract representative shall be final and conclusive, subject to the CONTRACTOR’S right to seek judicial relief pursuant to Section 19.

19. CHOICE OF LAW, JURISDICTION AND VENUE

a. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

b. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Grant County, Washington.

20. SEVERABILITY

a. If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties’ rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

b. If any provision of this Contract is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

c. Should the COUNTY determine that the severed portions substantially alter this Contract so that the original intent and purpose of the Contract no longer exists, the COUNTY may, in its sole discretion, terminate this Contract.

21. **ENTIRE AGREEMENT**

The parties agree that this Contract is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

22. **NOTICES**

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in Section 4 of this Professional Services Contract. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be given three days following the date of mailing or immediately if personally served. For service by facsimile, service shall be effective upon receipt during working hours. If a facsimile is sent after working hours, it shall be effective at the beginning of the next working day.

The parties hereto acknowledge that the waiver of immunity set out in Section 8.b. was mutually negotiated and specifically agreed to by the parties herein.

CONTRACTOR:

Grant County, Washington

Firm: _____ By: _____

By: _____ Title: _____

Signature: _____,

Department

(Authorized Representative)

Date _____

Date _____

Title: _____

Address: _____

Approved as to Form by the Prosecuting Attorney's Office

Reviewed: __ / __ / __ By: _____

EXHIBIT A

PROFESSIONAL SERVICES CONTRACT

GRANT COUNTY/ _____

SCOPE OF SERVICES

1. The services to be performed by the CONTRACTOR under this Contract, which are described in Section 2 of the Contract (SERVICES PROVIDED BY THE CONTRACTOR), are set forth as follows:

2. The services to be performed by the COUNTY under this Contract, which are described in Section 3 of the Contract (SERVICES PROVIDED BY THE COUNTY) are set forth as follows (if applicable):

EXHIBIT B

PROFESSIONAL SERVICES CONTRACT

GRANT COUNTY/_____

COMPENSATION

The CONTRACTOR'S compensation under this Contract, which is described in Section 5 of the Contract (COMPENSATION), is set forth as follows: