

**REQUEST FOR PROPOSALS  
(RFP)**

**Criminal Justice System  
Information Integration Project**

**CJCC**  
*December 1, 1998*

# REQUEST FOR PROPOSAL

## Criminal Justice System Information Integration Project (CJSIIP)

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## REQUEST FOR PROPOSALS (CONSULTING SERVICES)

### SECTION I: INTRODUCTION AND PROCUREMENT PROCESS

#### Purpose of Solicitation

The Criminal Justice Coordinating Committee (CJCC) desires to solicit proposals from Parties interested in assisting the CJCC with developing a long-range plan for the integration of the criminal justice information systems at the state, county and municipal levels of government within the County of Hennepin, Minnesota. The issuance of this Request for Proposal ("RFP") constitutes only an invitation to submit proposals to the CJCC. It is not to be construed as an official and customary request for bids, but as a means by which the CJCC can facilitate the acquisition of information related to the purchase of services. Any proposal submitted as provided herein constitutes a suggestion to negotiate and **NOT A BID**.

The CJCC reserves the right to determine, in its sole and absolute discretion, whether any aspect of the proposal satisfactorily meets the criteria established in this RFP, the right to seek clarification from any Proposer(s), the right to negotiate with any Proposer(s) whether or not they submitted a proposal, the right to reject any or all proposals with or without cause, and the right to cancel and/or amend, in part or entirely, the RFP.

The RFP does not commit the CJCC either to award a contract or to pay for any costs incurred in the preparation of a proposal. Submission of a proposal as provided herein shall neither obligate nor entitle a prospective Proposer to enter into an Agreement with the CJCC.

It is understood that any proposal received and evaluated by the CJCC can be used as a basis for direct negotiation of the cost and terms of a contract between the CJCC and the particular firm submitting such a proposal. The CJCC reserves the right to negotiate pertinent contract terms concurrently with any number of firms as it deems in its best interest, whether or not such firm has submitted a proposal. In submitting this proposal, it is understood by the Proposer that the CJCC reserves the right to accept any proposal, to reject any and all proposals and to waive any irregularities or informalities that the CJCC deems are in its best interest.

Evaluation of proposals by staff, technical advisory committees, or by any other group are advisory only, the CJCC may consider or reject such evaluation(s) for any or all proposals, such evaluations are for the sole benefit of the CJCC, and as such, they are not binding upon the CJCC nor may they be relied upon in any way by a Proposer.

In the event that this RFP is withdrawn by the CJCC for any reason, including but not limited to, the failure of any of those things or events set forth herein to occur, the CJCC shall have no liability to Proposer for any costs or expenses incurred in connection with this RFP or otherwise. Accordingly, each proposal should be submitted in the most favorable terms of costs and programmatic considerations and in a complete and understandable form. The CJCC reserves the right to request additional data, oral discussion, or a presentation in support of the written proposal. The CJCC is not obligated to respond to any proposal submitted nor is it legally bound in any manner whatsoever by the submission of a proposal. It is the intention of the CJCC to enter into a contract with the firm(s) with which the CJCC can make the most satisfactory arrangements for its needs.

The CJCC has broad rights with respect to the procurement and contracting processes as detailed in this proposal. The CJCC may decide to contract with more than one entity to develop the services contemplated herein.

## **SECTION II: BACKGROUND**

### **The CJCC**

The Hennepin County Criminal Justice Coordinating Committee (CJCC) was established as a forum through which local units of government in Hennepin County may by association, consultation, and study, cooperatively promote improvements in the criminal justice system that transcend departments, agencies, and the geographical boundaries of the individual communities.

The CJCC was formed through a Cooperative Agreement between the City of Minneapolis and the County of Hennepin, wherein the parties agreed that the CJCC would consist of the following members:

- ✓ Two members of the Hennepin County Board of Commissioners (*appointed by the County Board during the committee assignment process*);
- ✓ Two members of the Minneapolis City Council (*appointed by the Minneapolis City Council*);
- ✓ The Mayor of Minneapolis;
- ✓ One Hennepin County suburban mayor (*appointed by the Metropolitan Council's Metro Mayors Group from among its members*);
- ✓ The Hennepin County Sheriff;
- ✓ The Hennepin County Attorney;
- ✓ The Chief Judge of the District Court;
- ✓ The Presiding Judge of the Juvenile Court;
- ✓ The Minneapolis City Attorney;
- ✓ The Hennepin County Public Defender;
- ✓ The Minneapolis Police Chief;
- ✓ One Hennepin County suburban police chief (*appointed by the Hennepin County Suburban Chiefs Association*);
- ✓ The Hennepin County Director of Community Corrections; and
- ✓ The Fourth District Court Administrator.

### **The Project**

Within the political boundaries of Hennepin County, numerous criminal justice agencies and jurisdictions must work together to deliver criminal justice and public safety services efficiently and effectively. Historically, these same agencies have tended to approach development and modification of their computer systems from an individual agency perspective. This has led to our situation today, which is characterized by:

1. Operational inefficiencies that result from inconsistent information sharing and reuse and from the unavailability of key pieces of information at points in the criminal justice process. Current information-gathering processes are duplicated agency by agency, balkanized, and uncoordinated.
2. Analytical difficulties at both the policymaker and management levels that result from systems that don't work together and that were not designed to be used for management or executive information support.

In 1997, the CJCC created the Integrated Systems Advisory Board (ISAB) to recommend changes that would solve the problems identified above. ISAB includes representation from the following agencies:

- CJCC Coordinator, Chair
- Minnesota Bureau of Criminal Apprehension (BCA)
- Minnesota Supreme Court
- Hennepin County Sheriff
- Fourth Judicial District Administration
- Hennepin County Attorney
- Hennepin County Public Defender
- Hennepin County Community Corrections Department
- Hennepin County Information Technology Department
- Minneapolis Police Department
- Minneapolis City Attorney
- Minneapolis Information Technology Department
- LOGIS (Consortium that provides computer systems operations for many Hennepin suburbs)

At the same time, other events and situations have combined to present a window of opportunity for the criminal justice agencies in Hennepin County to cooperate on integration efforts. These are identified below:

1. The primary computer system used by the several of the county-level criminal justice agencies (District Court, the Adult Detention Facility, the County Attorney, and the Adult Correctional Facility) is nearing the end of its useful life. It is a mainframe-based system that was programmed using a development tool no longer supported by IBM. At the same time, the Minnesota Supreme Court is evaluating how best to replace its primary computer system, which supports all other judicial districts throughout Minnesota.
2. The Minnesota Legislature has mandated the development of a statewide criminal justice information systems architecture to guide future systems development and implementation throughout Minnesota. To support this effort, the Minnesota Criminal and Juvenile Justice Information Policy Group and Task Force (M.S. 299C.65) has developed a Data Model at the logical level of data entities and relationships that are reused throughout the criminal justice system. It has also developed a draft Technology Model. It is implementing a state data warehouse of court data as a foundation for a complete criminal justice data warehouse.

3. Information technology has advanced to the point where integration and information reuse are no longer technologically challenging. The only real barriers to criminal justice system integration are jurisdictional and economic.

### **SECTION III: SUBMISSION OF PROPOSALS**

Each proposer must submit an original and four (4) copies of the proposal. Proposals must be received by the CJCC no later than 2:00 p.m., Central Standard Time (CST), January 15, 1999, at the following address:

Hennepin County Office of Planning & Development  
Suite A-2308  
Hennepin County Government Center  
300 South Sixth Street  
Minneapolis, MN 55487

ATTN: Thomas J. Kooy, CJCC Coordinator  
RE: Consulting Services Proposal

The CJCC will not accept proposals submitted by telegraph or facsimile. The County is not responsible for delays or losses caused by the U.S. Postal Service or any other carrier or delivery service. The CJCC reserves the right to accept proposals after the date specified above.

### **SECTION IV: TIME LINE**

- A. **December 1, 1998** - Announcement of Request For Proposal.
- B. **December 28, 1998** - Pre-Proposal Submission Meeting.
- C. **January 4, 1999** - Closing Date For Written Questions.
- D. **January 15, 1999** - Proposal Due.

### **SECTION V: DEFINITIONS**

- A. **CJCC.** The Criminal Justice Coordinating Committee (Hennepin County/City of Minneapolis).
- B. **ISAB.** The Integrated Systems Advisory Board
- C. **CJSIIP.** The Criminal Justice System Information Integration Project.
- D. **CONSULTANT.** The Proposer(s) selected to provide the consulting services requested by this RFP.
- E. **PROPOSER.** An individual or firm which submits a proposal to provide the legal services requested by the RFP. A Proposer can include a joint venture, partnership, or other organizational structure.

### **SECTION VI: RULES GOVERNING COMPETITION**

#### **A INSTRUCTIONS FOR PREPARING AND SUBMITTING PROPOSALS**

1. **Proposal Status** - The issuance of this RFP constitutes only an invitation to submit proposals to the CJCC. It is to be distinguished from a bidding situation and is not to be construed as an official and customary request for bids, but as a means by which the CJCC can facilitate the acquisition of information related to the purchase of Consultant services. Any proposal submitted, as provided herein, constitutes a desire to negotiate and a recognition that the proposal is not a bid and is not being submitted as part of a bid process.
2. **Economy of Preparation** - Proposals should be prepared as simply and economically as possible while providing straight-forward and concise delineation of the Proposer's capabilities to satisfy the requirements of the RFP. Fancy binding, colored displays, promotional material, etc., are neither necessary nor desired. Technical literature about the Proposer's experience and qualifications may be included. However, the emphasis should be on completeness and clarity of content. In order to expedite the evaluations, it is essential that specifications and instructions contained in this document be followed as closely as possible.
3. **Proposal Signature** - Each proposal shall be signed by a principal of the Proposer firm, or another person, who is fully authorized to act on behalf of the Proposer.
4. **Modification or Withdrawal of Proposal** - Unauthorized conditions, limitations, or provisions attached to a proposal may cause its rejection. No oral, telephonic, or facsimile (FAX) proposals or modifications will be considered.

A Proposal may not be modified, withdrawn, or canceled by the Proposer for a period of forty-five (45) days following the time and date designated for receipt of Proposals. Each Proposer so agrees in submitting a Proposal. Any such modification, withdrawal or cancellation shall be submitted in writing to the CJCC Coordinator's Office at the address contained in Section III herein.

Prior to the time and date designated for receipt of Proposals, no Proposal may be released or physically withdrawn, but any Proposal submitted may be modified, canceled, or withdrawn by written notice to said Contact Person at the place designated in Section VI(D)(1), Contact Between Proposer and the CJCC - Questions. Such notice shall be in writing over the signature of Proposer or by telegram. If by telegram, written confirmation over the signature of the Proposer shall be mailed and postmarked on or before the date and time set for receipt of Proposals, and it shall be so worded (if original Proposal is modified) so as not to reveal the amount of the original Proposal. Written withdrawal or cancellation by Proposer of a Proposal prior to the Proposal opening will nullify the Proposal. However, the original Proposal shall not be physically returned to the Proposer until after the time for receipt of the Proposals.

Withdrawn or canceled Proposals may be resubmitted up to the time designated for the receipt of Proposals, provided that the resubmitted proposal is in conformance with this RFP.

5. **Extension of Time** - The CJCC reserves the right to extend the proposal due date. If a Proposer needs an extension of time to prepare the proposal a written request should be forwarded no later than ten (10) days prior to the due date of this RFP. The request should be directed to the address noted in Section VI(D)(1), Contact Between Proposer and CJCC - Questions. The granting of an extension will be based on the number of such requests, and the reason(s) for each request. The CJCC reserves the right to extend the submission deadline only at the discretion of the CJCC and not at the mere

request of the Proposer(s). In the event of an extension, prospective Proposer(s) will be notified immediately and appropriate addenda will be issued.

6. **Addenda** - The CJCC reserves the right to add, change, or delete any provision or statement in the RFP at any time prior to the proposal due date. If it becomes necessary to revise any part of the RFP, addenda to the RFP will be provided to all Proposers who received a copy of the RFP. It is the responsibility of each prospective Proposer to assure receipt of all addenda.
7. **Right to Withdraw RFP** - The CJCC reserves the right to withdraw, cancel, and/or amend, in part or entirely, this RFP for any reason and at any time with no liability to any prospective Proposer for any costs or expenses incurred in connection with the RFP or otherwise.

## B. PROPOSAL CONDITIONS

1. **Public Record** - Proposals submitted become a matter of public record. For additional information regarding those portions of a proposal which the Proposer might regard as a trade secret or confidential, Proposer should review the pertinent provisions of Exhibit A, General Provisions, herein attached.
2. **Service Method Variations** - It is recognized that each Proposer may have unique or typical methods of service delivery. It is not the intention of the RFP to disqualify a Proposer due to variations in service delivery that do not affect quality and performance. Any proposal offering professional services of quality and performance equivalent to or better than requested, which provides the necessary service, will receive full consideration for award.
3. **Award** - The CJCC reserves the right not to award a contract to any Proposer. If the CJCC decides to award a contract(s), the CJCC will award a contract(s) to the qualified Proposer(s) whose proposal the CJCC determines best meets the needs of the CJCC. The CJCC reserves the right to award a contract(s) other than to the lowest priced proposal.
4. **Ownership of Materials Submitted** - All material submitted becomes the property of the CJCC and will not be returned.
5. **Proposers' Costs** - The CJCC shall not be responsible for any costs incurred by Proposers in connection with this RFP. Proposers shall bear all costs associated with proposal preparation, submission and attendance at presentation interviews, or any other activity associated with this RFP or otherwise.
6. **Use of Proposal Ideas** - The CJCC reserves the right to use any or all Proposer service ideas presented. Selection or rejection of the proposal does not affect this right.
7. **Subcontractors** - If the proposal represents offerings to be provided by different firms or other organizations, the contract will be solely with the proposer (consultant), who will be required to assume responsibility for the total project. Any proposed subcontractors will be subject to the CJCC 's approval.
8. **Performance Standards** - If awarded the contract, the Proposer warrants and agrees to use its best efforts to perform all services in accordance with the contract terms and in accordance with generally accepted professional standards. The prospective Consultant further warrants and agrees that it shall employ whatever resources are necessary to meet the contract

completion deadline specified in such contract.

9. **Licenses and Permits** - The Consultant shall be required to obtain any necessary licenses and permits and shall comply with all Federal, State, and local laws, codes and ordinances without cost to the CJCC.
10. **Insurance** - The Consultant or anyone providing services herein shall be required to comply with Section I - Insurance, page <>, contained herein.

### C. CONTRACT AWARD AND CONTRACT

1. **Award Discretion** - While the CJCC may ultimately decide to enter into a contract with that person or firm with which the CJCC can make the most satisfactory arrangement for meeting its needs, the CJCC is not obligated to award any contract or respond to proposals submitted, nor is it legally bound in any manner whatsoever by the submission of a proposal.
2. **Multiple Firms** - If the proposal represents offerings to be provided by different firms or other organizations, the contract will be solely with the Proposer (Consultant), who will be required to assume responsibility for the project.
3. **Submission of Contract Documents** - Within twelve (12) days after receipt of contract award and receipt of the contract forms, the successful Proposer(s) shall execute two duplicate originals and return them to the CJCC. Such contract shall be prepared by the CJCC and the contract terms shall consist of this RFP (and any and all addenda thereto and all material attached to and made a part of the RFP), the terms of the Proposal as such terms are finally accepted by the CJCC, as well as all other provisions which the CJCC agrees may be included in the contract.
4. **Changes** - The CJCC shall have the right at all times to require changes in, additions to, or deletions from the work contemplated by the contract documents, and the same shall in no way make void the contract. Changes and additions resulting in increased costs shall be made only pursuant to a written change order or contract amendment issued by the CJCC and bearing the acceptance endorsement of the Consultant. Deletions from the scope of work required may be made at the sole discretion of the CJCC. Payment for any partially completed work elements, which are halted at the request of the County will be made in proportion to the percentage of completion of the work element and in accordance with the cost schedules as agreed to within the scope of the RFP.
5. **Failure to Execute Contract** - The CJCC reserves the right to award to another Proposer(s) if the successful Proposer fails to execute and return the contract (two duplicate originals) within twelve (12) days after receipt of said award notification. The re-award to another Proposer shall be in addition to any other right or remedy available to the CJCC under this RFP, the contract law, statute, and/or equity.
6. **General Provisions** - The General Provisions, which include the General Insurance Provisions for Consultant contracts, are included as Exhibit A and are herein incorporated by reference. If a Proposer has a concern or objection to any of these provisions, it should so indicate in its proposal. The CJCC reserves the right to require compliance with these provisions and to negotiate final terms, conditions, and requirements with the successful Proposer, at the CJCC 's discretion.
7. **Non-Waiver of Defaults** - Any failure by the CJCC to enforce or require the strict keeping and performance of any of the terms and conditions of the

contract shall not constitute a waiver of such terms and conditions, nor shall it affect or impair the right of the CJCC to avail itself of such remedies as may be available for any breach of the contract terms and conditions.

#### **D. CONTACT BETWEEN PROPOSER AND CJCC**

1. **Questions** - Inquiries concerning any aspect of this RFP and contract award should be submitted, in writing to:

##### **Criminal Justice Coordinating Committee**

Hennepin County Office of Planning & Development  
A-2308 Government Center  
300 South Sixth Street  
Minneapolis, MN 55487-0033

Contact Person: Thomas J. Kooy, CJCC Coordinator

*Telephone calls will not be accepted.*

The closing date for receipt of written questions will be on January 4, 1999, by 4:30 p.m., CST.

2. **Interpretation of Documents** - If any Proposer contemplating submission of a proposal is in doubt as to the true meaning of any part of the RFP or other proposed Contract Documents, the Proposer may submit to the CJCC, at the address noted in Section VI(D)(1) above, a written request for an interpretation thereof. Replies to inquiries will be published in the form of addenda to the RFP. Proposers shall rely only on the RFP and addenda in preparing and submitting a Proposal.
3. **Errors** - Should the Proposer believe that an error appears in the RFP documents, Proposer shall notify the CJCC, at the address noted in Section VI(D)(1) above, in writing no later than January 15, 1999, by 4:30 p.m., CST.

#### **SECTION VII: SELECTION OF PROPOSAL**

##### **A. PROPOSAL RECOMMENDATION**

1. **Evaluation Committee** - The Evaluation Committee will make a recommendation to the CJCC Coordinator for transmittal to the CJCC members. The CJCC shall have final decision-making authority regarding award of any and all contract(s) resulting from this RFP.
2. **Evaluation of Proposals** - Evaluation of proposals by CJCC staff members, technical advisory committees, or by any other group, individual or entity, are advisory only. Such evaluations are for the sole benefit of the CJCC and may not be relied upon by any Proposer.

##### **B. SELECTION PROCESS**

1. **Evaluation Categories** - Evaluation categories may include, but are not limited to, the following:
  - a. The Proposer's experience with similar projects.
  - b. The adequacy, experience, education and professional qualifications of the personnel assigned to the project, including previous in the Criminal Justice Information field.

- c. Verification of references.
  - d. The proposed cost of services and adequacy of cost proposal.
  - e. Completeness and responsiveness of proposal regarding purpose, understanding and scope of the Project and the services required.
  - f. Proposed work plan including description of services, term of agreement, payment for services, delivery of services, quality, comprehensiveness and methodology.
  - g. Adherence to RFP proposal format instruction and compliance with all other RFP requirements.
  - h. The Proposer's demonstrated understanding of the objectives and scope of the project.
  - i. Compliance with applicable statutes, and laws and governing policies of involved levels of government.
  - j. Commitment to this project in relation to other projects. The ability of the Proposer and project team members to devote the maximum effort toward the completion of the project.
  - k. Financial records through an accounting system which sufficiently and properly reflects all revenue received and all direct and indirect costs of any nature incurred in the performance of this Agreement.
2. **Criteria Compliance** - The CJCC reserves the right to determine, in its sole and absolute discretion, whether any aspect of a Proposal satisfactorily meets the criteria established in this RFP.
  3. **Submission of Alternatives** - Although this RFP specifies minimum requirements for completion of the Project and should be responded to in all respects, Proposers are invited and encouraged to submit alternatives that may be of interest to the CJCC.
  4. **Additional Information Requests** - The CJCC reserves the right to request additional information from Proposers during any phase of the proposal evaluation process. During the evaluation and selection process, the CJCC may require the presence of Proposer's representatives to make presentations and answer specific questions. Notification of any such requirements will be given as necessary.
  5. **Conditions of Award** - The CJCC may elect not to award a contract solely on the basis of this RFP, and will not pay for the information solicited or obtained. The information obtained will be used in determining the alternative that best meets the needs of the CJCC.

## SECTION VIII: CONTENT OF PROPOSAL

Proposals must include the following information, preferably in the following order:

### A. QUALIFICATIONS (KNOWLEDGE, EXPERTISE, CAPABILITIES)

1. **Proposer History** - A Statement giving a brief history of the Proposer's organization; how it is organized, and how its available resources will be utilized for the CJCC 's project. Proposer must provide a statement to demonstrate its understanding of government procurement practices and

philosophy.

2. **Proposer Qualifications** - Information which highlights Proposer's particular abilities to successfully complete the services and how the Consultant will structure, develop and manage the project.
3. **Assignment of Professional Staff** - The Consultant must provide sufficient staff who are trained, assigned, monitored and supervised who will be responsible for the services with the CJCC. This shall not be construed as prohibiting the Consultant from being the manager. The staff and project manager must be specified in the RFP, along with their experience and qualifications.
4. **Technical Skills/Capabilities** - The provider shall maintain sufficient staff, facilities and equipment to deliver the services.
5. **Conflicts of Interest** - Any conflict(s) of interest due to any other clients, contracts, or property interest. Include a notarized statement certifying that no member of ownership, management, or staff has vested interest in any aspect or department of the CJCC.
6. **Supplemental Information** - Any supplemental information which the Proposer thinks will be valuable to the CJCC in evaluating the qualifications of the Proposer and its individual personnel to provide services as described herein.

#### B. FINANCIAL INFORMATION

1. **Status of Proposer Firm** - If a corporation, list the state and date of incorporation.
2. **Status of Proposer** - If other than a corporation, list all general partners, joint venturers and persons or entities with an interest of ten percent (10%) or more in the Proposer, indicating the title, if any, and the percentage of the interest of each.
3. **Failure to Complete Prior Projects** - Disclose whether the Proposer (or any general partner or joint venture of the Proposer) has ever failed to complete a similar project. If so, list the date of commencement of the project and the entity for which the project was to be performed, and explain why the project was not completed.

#### C. BASE COSTS AND SCOPE OF PROJECT

1. **Project Costs** - Base cost of the Project will be identified by the Consultant, as well as, any portion of the Project which can be completed for a specific amount, a prioritization list of additional items which may be provided, the hours needed for each item, and the cost for each of these items.
2. **Scope** - The Scope of Project services herein describes, generally, the work to be performed by the Consultant(s) selected. The Proposer will need to set forth in its proposal the specific tasks which it will need to undertake, the number of employees to be utilized, and the number of anticipated professional/Consultant hours to be spent on the project. The scope of the project is more clearly defined in Section X, Scope of Project, herein.
3. **Cost Terms** - Each proposal should be submitted in the most favorable terms with respect to costs and programmatic considerations and in a complete and understandable form.

## D. EXPENSES

1. Fees - Fees must show hours, rate per hour, costs, and all other expenses to complete the Project.
2. Travel - Travel expenses shall be included in the Proposer's fees. Such expenses shall include, but are not limited to, transportation, lodging, automobile rental, tolls and parking, meals, and incidentals.

## E. PROJECT COMPLETION

The Proposer must specify a time line for completing the Project as specified in Section X, Scope of Project. This must include when the project will begin, when it will be completed, additional time frames for alternatives, as well as any project milestones with an outline of the CJCC's responsibilities and staff requirements for each. The Proposer must include its reasons for any deviations from the time lines specified by the CJCC.

## F. OVERALL WORK SCHEDULE AND COST CHART

1. **Project Schedule** - A detailed project schedule must be included as an element of each proposal, including an estimate of the time required to complete each task described in Section X, Scope of Project, and the target date for completion of the project. The CJCC reserves the right to negotiate the final project schedule with the selected Proposer(s).
2. **Project Costs** - The project schedule must include the expected costs, fees and expenses for all tasks to be performed during the course of the project including those items described in Section X, Scope of Project.
3. **Contents of Schedule** - The overall work schedule should illustrate and/or describe the following items:
  - a. Beginning and ending dates for completion of each major task.
  - b. Dates for project coordination and review.
  - c. Any other key dates that the Proposer feels are relevant to the project.

## G. ADDITIONAL COSTS AND TIMETABLES

Proposer must include additional costs and timetables for alternatives that may be selected by the CJCC requesting additional/singular services.

## H. FACILITY AND OTHER REQUIREMENTS

A clear description of any facility, personnel and other requirements needed for accomplishment of the Project that the CJCC will be expected to provide. The CJCC reserves the right to provide only those facilities, personnel and other requirements as the CJCC deems necessary or appropriate. If it is determined that the CJCC will provide space to the Consultant on County premises, the provisions of Exhibit D, Occupancy of County Premises, which is herein attached and incorporated by reference, shall apply to and govern Consultant's occupancy of and activities on such premises.

## I. METHODOLOGY

1. **Proposer Comprehension of Project** - A detailed description of the methods by which the Proposer proposes to accomplish all of the work discussed in this RFP, beginning with a brief statement demonstrating understanding of the nature of the project and the results the CJCC desires

as a product of the project.

2. **Methodology** - A description of the basic concept and proposed methodology for accomplishing the necessary tasks clearly identifying and discussing approaches thought to be unique.
3. **Strategy** - The overall project strategy, demonstrating the manner in which all work elements will be combined into the production of the desired final product.

## **SECTION IX: GENERAL REQUIREMENTS REGARDING CONDUCT OF WORK**

### **A. WORK PRODUCTS**

**Submission of Work Products** - The Consultant(s) must provide various work products throughout the course of conducting this Project. Such products must include, but will not be limited to, the following items:

1. **Reports** - Monthly progress reports.
2. **Other Data** - Other memoranda, reports and documents as required.
3. **Computer-based data** - Computer-based data as required.

### **B. CONSULTANT PRESENTATIONS**

1. **Board of Commissioners** - Consultant(s) shall be available to make presentations to the CJCC, and committees thereof, to explain Project methods, results, and reports.
2. **The Public** - Orientation and informational meetings with local residents and interested parties, contractors, vendors and community organizations.

### **C. COMPUTER-BASED DATA**

Consultant(s) shall provide to the CJCC a computer-based database of all records developed in the course of the Project, upon which further analysis and updating may be performed. Consultant(s) shall work with the CJCC to ensure that the data is provided in a format compatible with the CJCC's computer capabilities.

## **SECTION X: SCOPE OF PROJECT**

The project scope includes the business functions of all criminal justice agencies that operate within the borders of Hennepin County, excluding federal agencies, as they relate to juvenile and adult criminal offenses, both felony and misdemeanor. To the extent that civil processes are directly related to criminal processes, they shall also be included (e.g., orders for protection). Suburban municipalities shall be invited to participate in this planning effort, but are under no obligation to do so. The business scope will address the six major business functions of the criminal justice community: incident reporting, investigation, arrest, detention, adjudication, and disposition (including post-sentence supervision).

## **Elements of a Long-Range Plan**

It is anticipated that the long-range plan will include the following elements:

### **Development of Integration Goals and Objectives**

It is recognized that implementation of the long-range plan will likely take a substantial amount of time and financial resources. Therefore, it is critical that the plan has the support of the policymakers who will be responsible for process reengineering and funding implementation. Toward that end, the most critical element of the long-range plan is a set of goals and objectives that are shared and understood by policymakers with organizational and funding authority.

The goal of the CJCC in implementing this long-range plan is to provide the various agencies the information they need to do their jobs. While all options should be considered, the goal is NOT to specifically develop a single “one size fits all” information technology system but to create, through standards and protocol, an architecture that enables the integration of existing and future systems and permits the sharing of information across jurisdictions. Ultimately, the acceptance and success of this system will be a function of how well this tool satisfies the divergent information needs of these autonomous jurisdictions.

Preliminarily, the following are suggested as a starting point:

- eliminate as much paper as possible
- eliminate duplicate entry and editing of data and permit its earliest possible entry
- re-engineer the process, emphasizing quality and economy, rather than an automated version of what is currently done
- share/reuse appropriate information easily and quickly between all members of the justice community
- provide summary information as required by policymakers, executives, and agency managers to facilitate quality decision-making, policy development, and program evaluation and improvement

### **Survey of Current Systems Environment**

To identify how integration can proceed requires identification of current gaps, omissions, and redundancies in present systems and business processes. Toward that end, an important part of the plan will be a description of these gaps, omissions, and redundancies on an individual agency-by-agency basis.

### **Development of Alternative Solutions**

This should include the evaluation of a range of alternatives, ranging from simply modifying existing systems to a complete replacement of the systems and the addition of other modules along with a detailed scope of work for procuring, installing, and stabilizing the proposed plan. This should allow for incremental improvements to existing systems as long as proposed solutions do not conflict with long-term objectives.

## **Long-Range Integration Plan**

Once the gaps, omissions, and redundancies are identified, a prioritized project plan will be required. The integrated solution will be a long-term comprehensive systems plan, which encompasses the longer-term vision including platforms, system enhancements or replacements, and interfaces with other systems. The plan will require identification of the business case for each element. The elements will take the form of proposals for integrating existing systems and for new systems to support an integrated process. (The business case is defined as a systematic identification, analysis, and documentation of the relative attractiveness of multiple investment alternatives. The business case should outline for the CJCC, the tangible business benefits that can be delivered through the implementation of an integrated solution and should outline a method for tracking the project against these measurable goals.)

The ultimate deliverable from this process should be a prioritized list of individual project descriptions with the following components: projected cost, projected duration, lead agency(ies), and recommended funding formula. The plan should encompass both operational and analytical requirements and should provide for re-engineering where appropriate.

## **General Expectations for the Vendor**

The components of this RFP are examples of the work anticipated, but are not meant to be overly restrictive or confining. The CJCC anticipates negotiating with the successful proposer to outline a more specific performance-based contract. The CJCC seeks a business relationship with a consulting firm familiar with systems integration and strategic and tactical planning for the integration of criminal justice systems and processes within Hennepin County/City of Minneapolis. It is anticipated that the results of this planning effort will provide a model for implementation of the statewide criminal justice architecture in other counties throughout Minnesota.

The CJCC requires that the selected vendor have recent experience in systems integration in multiple agencies in the Law, Safety, and Justice business area. The reputation and qualifications of vendors will be heavily considered. In addition, the CJCC would prefer that the vendor have knowledge about how other government agencies are addressing this issue.

It is expected that the consulting firm will bring in other resources depending on the needs and phase of the project. The CJCC, through Hennepin County and the City of Minneapolis, will provide workspace and limited logistical support such as scheduling, simple copying, a phone, document production, or other project assistance (but not full secretarial support). The proposer is asked to describe how other needed support will be provided. The consulting firm will act as a partner with the CJCC (and ISAB) through all phases of this project, including:

- fine-tuning the scope of work
- developing a long-term comprehensive systems plan
- preparing and evaluating Requests For Proposals for implementing the plan

- providing oversight and assistance through the implementation and stabilization phases

The Integration plan should:

- identify how standards for networking and connectivity, database, and hardware platforms can assist the integration effort
- include provisions for bringing the State's data model to the physical level for entities, as appropriate.
- identify any additions to the state data warehouse/data mart model for meeting long-term analytical needs at the policymaker and agency management levels
- identify individual projects and associated projected costs and duration with lead agencies and recommended funding formulas
- accommodate existing legacy systems and data
- allow for a phased implementation consistent with current and emerging business needs

The CJCC desires presence, continuity, and consistency through all phases of the integration-planning project. Bidders are requested to describe how they will meet this expectation through different project phases where diverse expertise is needed. The ability to provide presence, continuity, and consistency will be a key component of the proposal's evaluation.

The CJCC anticipates that the integration project will occur in phases. The details of each phase will be verified in consultation among the project manager, the consultant, and ISAB. Some phases may occur simultaneously or may be overlapping. At the completion of each phase, the overall status and direction of the project will be reviewed by the CJCC. Any necessary adjustments to the project scope, process, or work plan will be made at these points. Should funding limitations or the consulting firm's performance warrant, the project or the consultant's participation could be scaled back or terminated at these points.

Deliverables for all phases cannot be completely identified at this initial point. Depending on the approaches chosen, phases may be combined. ***The CJCC is committed to completing the integration plan***, but may delay some phases depending on an evaluation of the relative costs and benefits. The CJCC and the consultant will agree upon the general deliverables for all phases before work begins. The first task for each phase will be the development of specific detailed deliverables for that phase.

The performance of the contractor will be evaluated based on a series of frequent and specific progress elements. These elements will be agreed upon between the CJCC and the consultant prior to beginning the project. Evaluation of progress will be conducted monthly.

## **SECTION XI: GENERAL PROVISIONS**

### **A CONFIDENTIALITY**

Information supplied by the Proposer to the CJCC is subject to the Minnesota Government Data Practices Act, Minnesota Statutes, Sections 13.01 et seq. Such information shall become public unless it falls within one of the exceptions in the Act, such as security information, trade secret information, or labor relations

information pursuant to Minnesota Statute Section 13.37. If the Proposer believes any non-public information will be supplied in response to the RFP, the Proposer shall take reasonable steps to identify and provide reasonable justification to the CJCC regarding which data, if any, falls within the Minnesota Government Data Practices Act exceptions. However, the Proposer agrees as a condition of submitting a proposal that the CJCC will not be held liable or accountable for any loss or damage which may result from a breach of confidentiality as may be related to the responses submitted.

- B. The language contained in Exhibit A, attached and incorporated herein by this reference, is mandatory language which will be included in any contract entered into between the CJCC and the successful Proposer(s).**

## EXHIBIT A

### GENERAL PROVISIONS

1. Independent Contractor. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the contractor as the agent, representative or employee to the CJCC for any purpose or in any manner whatsoever. Consultant is to be and shall remain an independent contractor with respect to all services performed under this Agreement. Consultant represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of Consultant or other persons while engaged in the performance of any work or services required by Consultant under this Agreement shall have no contractual relationship with the CJCC and shall not be considered employees of the CJCC and any and all claims that may or might arise under the Worker's Compensation Act of the State of Minnesota on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment, including without limitation, claims of discrimination against the Consultant, its officers, agents, contractors or employees shall in no way be the responsibility of the CJCC; and Consultant shall defend, indemnify and hold the CJCC, its officers, agents, and employees harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission or court. Such personnel or other persons shall not acquire nor be entitled to any compensation, rights or benefits of any kind whatsoever from the CJCC, including, without limitation, tenure rights, medical and hospital care, sick and vacation time, Workers' Compensation, Unemployment Compensation, disability, severance pay and PERA.

2. Successors. Subcontracting and Assignments. The Consultant binds itself, its partners, successors, assigns and legal representatives to the CJCC in respect to all covenants, agreements and obligations contained in the contract documents. The Consultant shall not assign the contract or sublet it in whole or in part nor assign any monies due or to become due to it hereunder without the prior written consent of the CJCC.

Permission to subcontract, however, shall under no circumstances relieve the Consultant of its liabilities and obligations under the Agreement. Further, the Consultant shall be fully responsible for the acts, omissions, and failure of its subcontractors in the performance of the herein specified contractual services, and of persons directly or indirectly employed by subcontractors. Contracts between the Consultant and each subcontractor shall require that the subcontractor's services and obligations be performed in accordance with the terms and conditions herein specified. A consent to assign shall be accomplished by execution of a form prepared by the CJCC and signed by the Consultant, the assignee and the CJCC.

Nothing in the contract documents shall create any contractual relationship between the CJCC and Consultant's employees, subcontractors and their agents and employees and any other parties furnishing commodities and/or services to the Consultant and their agents and employees.

3. Termination. The CJCC shall have the right to terminate this Agreement at any time, with cause, by giving seven (7) days written notice of such termination to Consultant, and without cause, by giving fourteen (14) days written notice of such termination to Consultant. In the event the CJCC shall give notice of termination, Consultant shall immediately cease rendering services pursuant to this Agreement.

In the event the CJCC shall terminate this Agreement:

- a. At the discretion of the CJCC and as specified in writing by the CJCC, Consultant shall deliver to the CJCC copies of all writings so specified by the CJCC and prepared by the Consultant pursuant to this Agreement. The term "writings" shall be construed to mean and include:

Handwriting, typewriting, printing, photocopying, photographing, facsimile transmitting, and every other means of recording upon any tangible thing, any form of communication or representation, including letters, works, pictures, drawings, sounds, or symbols, or combinations thereof.

- b. The CJCC shall have full ownership and control of all such writings delivered by Consultant pursuant to this Agreement.
  - c. In the event the termination is without cause, the CJCC shall pay Consultant the reasonable value of services rendered by Consultant pursuant to this Agreement; provided, however, except for the reasonable value of services, the CJCC shall not be otherwise liable in any manner for actual, direct, indirect, special, consequential damages (even if advised of such possibility) or loss of profit, loss of business or other financial loss or damages. In this regard, Consultant shall furnish to the CJCC detailed invoices and such financial information as in the judgment of the CJCC are necessary to determine the reasonable value of the services rendered by Consultant. In the event of a dispute as to the reasonable value of the services rendered by Consultant, the decisions of the CJCC Administrator or his designate shall be final. The foregoing is cumulative and does not affect any right or remedy which the CJCC may have in law or equity.
4. Indemnification/Claims. The Consultant shall defend, indemnify and hold harmless, the CJCC, its elected officials, officers, agents, volunteers, and employees from and against all claims, causes of action, judgments, damages, losses, expenses (including but not limited to reasonable attorneys' fees), liability, cost and/or damages to the extent of any of the same is occasioned in whole or in part, directly or indirectly, by the fault, negligence, and/or product of the Consultant, its officers, agents, owners, partners, employees or contractors in the performance of or failure to fully perform Consultant's obligations under the herein contract, provided that the CJCC gives the Consultant written notice of such claims and information and such assistance (excluding legal assistance) as the CJCC determines that it reasonably can for the defense or settlement of such claims. Such reasonable attorney fees shall include all other actual legal costs incurred, including, but not limited to, those for paralegal, investigative, legal support services and expert witness testimony and analysis.

In any and all claims against the CJCC or any of its officers or employees by an employee of the Consultant, any 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 the foregoing paragraph shall not be limited in any way by the limitation of the amount or type of damages, compensation or benefits payable by or for the Consultant or any subcontractor under Workers' or Workmen's Compensation Acts, disability benefits acts or other employee benefit acts.

5. Royalties and Patents. The Consultant shall pay all royalties and license fees.

Complementary to other "hold harmless" provisions throughout these specifications, the Consultant shall, without cost to the CJCC, defend, indemnify, and hold the CJCC, its commissioners, officers, volunteers, and employees harmless against any and all claims, suits, liability, losses, judgments, and other expenses arising out of or related to any claim that the CJCC's use or possession of the software, licenses, materials, reports, data, documents or documentation

obtained through or used in or account of the Agreement, violates or infringes upon any patents, copyrights, trademarks, trade secrets, or other proprietary rights or information, provided that the Contractor is promptly notified in writing of such claim. The Consultant will have the right to control the defense of any such claim, lawsuit, or other proceedings. The CJCC will in no instance settle any such claim, lawsuit, or proceeding without the Consultant's prior written approval.

If, as a result of any claim of infringement of rights, the Consultant is enjoined from using, marketing, or supporting any product or service provided through the contract to be established (or if the Consultant comes to believe such injunction imminent), the Consultant shall either arrange for the CJCC to continue using the product or service at no additional cost to the CJCC, or propose another remedy subject to CJCC approval. Provision of equivalent products or services will be acceptable, but the CJCC alone will determine whether proposed substitutes are sufficiently equivalent. If no acceptable alternative is possible even after the Consultant's best efforts, the CJCC may pursue any remedy available to it under this RFP, the contract, law, statute or equity.

6. Data Privacy/Hold Harmless. Consultant agrees to abide by all applicable state and federal laws concerning the handling and disclosure of private, non-public, and/or confidential information concerning individuals. Complementary to any hold obligation hereunder on the part of Consultant, Consultant agrees to indemnify, defend and hold the CJCC, its elected officials, officers, employees and duly authorized volunteers harmless from the Consultant's unlawful disclosure or use of any aforesaid information.

If Proposer desires that any data be kept confidential, it shall clearly state on the cover of the first page of such document the words "Trade Secret Information" or "Confidential." It is understood and agreed that for purposes of this RFP and the contract resulting here from, the terms "Trade Secret" and "Confidential" shall be construed to be equivalent with respect to the CJCC's obligation under the Minnesota Data Privacy Act, this RFP, and the contract.

After execution of the contract by the successful Proposer, all copies of any document labeled as Trade Secret Information shall be returned to all Proposers except the successful Proposer.

All trade secret designation of data by Proposer shall also be subject to the following additional provisions:

The Proposer is advised that for purposes of this RFP, Minnesota law permits data to be labeled and treated as trade secret information only if the information is the subject of the Proposer's efforts that are reasonable under the circumstances to maintain its secrecy and derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use.

No portion of the Proposal or any attachments thereto may be designated as trade secret information unless in good faith determines that such designation is clearly allowed by the foregoing trade secret criteria. In this regard, Proposer is advised that in Minnesota nearly all--if not all--and nearly all bid/proposal information submitted by Proposers are open to the public scrutiny after the date set for receipt. (Generally, data in such bids/proposals and bid/proposal documents usually considered to be public include--but are not limited to--price, description and type of commodity and/or service and quantity and quality thereof, warranty, maintenance, support, indemnification, delivery, time frame, specification compliance, equipment title, and software title or licensing.) The CJCC reserves the right to decline any such designation by Proposer if upon evaluation by the CJCC, the CJCC determines that the information so designated is clearly and commonly regarded as public data in the State of Minnesota.

If the Proposer designated data as trade secret, Proposer shall attach to such data an explanatory document which identifies the data and in careful detail sets forth the factual and/or legal justification for such treatment of the data.

However, if the CJCC determines that some or all of the data are public and not trade secret, the CJCC shall, in writing, promptly notify Proposer thereof, specifying in such notice which portion(s) of the data the CJCC considers to be public. Unless within fifteen (15) days after Proposer's receipt of said CJCC's notice, the CJCC receives from Proposer additional written factual and/or legal justification to support the trade secret designation, agrees that the CJCC may treat such specified data as public.

Notwithstanding the foregoing, nothing herein shall preclude Proposer at any time from exercising its rights under applicable Minnesota law to keep its data as trade secret.

In addition to the Proposer's indemnity obligations set forth in the contract documents, the Proposer shall defend, indemnify and hold harmless the CJCC, its commissioners, officers, agents, volunteers, and employees against and from any costs, damages, judgments, expenses (including reasonable attorney fees) arising from, directly or indirectly, any challenge or request made or suit brought by any person in connection with any effort in any type of proceeding or hearing whatsoever to obtain or access data designated as trade secret by the Proposer.

Proposer, at its sole expense, shall at all times be responsible for promptly defending and/or responding to any request for access to and/or copies of data designated by Proposer as trade secret, provided that the CJCC shall inform persons seeking such data of its trade secret designation and promptly notify bidder of the fact of such request and the CJCC's response thereto.

Failure of the Proposer to so defend, respond to any request or CJCC notification (as aforesaid), and/or to pursue its rights in a timely manner shall relieve the CJCC from any and all liability whatsoever (including without limitation liability under any statute, the common-law or equity) with respect to any aspect of the disclosure or furnishing to any person any such trade secret designated data. Further, the CJCC shall not in any manner be liable for the disclosure or furnishing to any person any trade secret designated data when such disclosure or furnishing is pursuant to a ruling or order of any pertinent tribunal, agency, board, commission, panel, court or other entity or person determining such matter.

7. Equal Employment Opportunity. During the performance of this Agreement, Consultant, for itself, its assignees and successors in interest, agrees as follows:
- a. Non-Discrimination Clause - In accordance with the CJCC's policies against discrimination, no person shall be excluded from full employment rights or participation in or the benefits of any program, service or activity on the grounds of race, color, creed, religion, age, sex, disability, marital status, affectional/sexual preference, public assistance status, ex-offender status, or national origin; and no person who is protected by applicable Federal or State laws, rules, and regulations against discrimination shall be otherwise subjected to discrimination.
  - b. Contract Compliance Clause - Further, if this Agreement be for a sum over \$50,000 or is one of several contracts with said Consultant within a 12-month period totaling more that \$50,000 or is amended to exceed \$50,000, and (a) a written governmental jurisdiction Plan exemption is granted by the Division Manager of the CJCC's Targeted Contract Services Division, it is agreed that the CJCC's Appendix Z, see Exhibit C, forms a part of this Agreement; or (b) a written exemption is not granted or is withdrawn by said Division Manager, then it is agreed that (1) the CJCC's Appendix Y forms,

see Exhibit B, and is a part of this Agreement as though fully set forth herein,  
 (2) Consultant will furnish all information and reports required by the  
 Hennepin County Affirmative Action Policy (as adopted by the CJCC), and  
 (3) Consultant shall adopt and comply with the Hennepin County Board's  
 Equal Employment Opportunity/Affirmative Action Policies (as adopted by  
 the CJCC) with regard to employment and contracting. If at any time during  
 the contract period the basis of an approved exemption should change,  
 Consultant shall inform the Division Manager in writing within ten (10)  
 calendar days from the date of said change.

8. Insurance

In order to protect the Consultant and those listed above under the indemnification provisions, Consultant agrees at all times during the term of the Agreement and beyond such term when so required, to have and keep in force insurance as follows:

	<u>Limits</u>
a. Commercial General Liability to include the following coverage. Contractual Liability coverage must be included.	
General Aggregate	\$1,000,000
Products - Completed Operations Aggregate	1,000,000
Personal and Advertising Injury	1,000,000
Each occurrence - Combined Bodily injury and Property Damage	1,000,000
Fire Damage - Any one Fire	50,000
Medical Expense - Per Person	5,000
b. Automobile Liability including owned, non-owned, and hired automobiles:	
Combined Bodily Injury and Property Damage Each Occurrence	1,000,000
c. Workers' Compensation and Employers' Liability:	
(1) Workers' Compensation If the Consultant is based outside the State of Minnesota, coverage must apply to Minnesota laws.	Statutory
(2) Employer's Liability. Bodily injury by:	
Accident - Each Accident	100,000
Disease - Policy Limit	500,000
Disease - Each Employee	100,000
d. Professional Liability -	
Errors and Omissions: Per Occurrence	1,000,000
Aggregate	1,000,000

Consultant shall procure and maintain said insurance in force for a period of five consecutive years after the termination date of this Agreement.

An umbrella or excess policy over primary liability coverage is an acceptable method to provide the required insurance limits.

The above establishes minimum insurance requirements. It is the sole

responsibility of Consultant to determine the need for and to procure additional coverage which may be needed in connection with this Agreement. All insurance policies shall be open to inspection by the CJCC, and copies of policies shall be submitted to the CJCC upon written request.

The Consultant shall not commence work until it has obtained required insurance and filed an acceptable Certificate of Insurance with the CJCC. The Certificate shall:

- (1) Name the CJCC as Certificate holder and as an additional insured with respect to operations covered under this Agreement for all liability coverage except Workers' Compensation and Employer's Liability.
- (2) List any exceptions to the insurance requirements.
- (3) Be amended to show that the CJCC will receive thirty (30) days' prior written notice in the event of cancellation, non-renewal, or material change in any described policies.

9. Access to Documents. Until the expiration of five years after the furnishing of services pursuant to this Agreement, the Consultant, upon written request, shall make available to the CJCC or the State Auditor, a copy of this Agreement and the books, documents, records and accounting procedures and practices of the Consultant relating to this Agreement.
10. Notice. Any notice or demand, which may or must be given or made by a party hereto, under the terms of this Agreement or any statute or ordinance, shall be in writing and shall be sent registered or certified mail to the other party addressed as follows:

To Consultant: (Information to be inserted upon contract award)

To CJCC: Thomas J. Kooy  
CJCC Coordinator  
A-2308 Government Center  
300 South Sixth Street  
Minneapolis, MN 55487

Any party may designate a different addressee or address at any time by giving written notice thereof, as above provided. Any notice, if mailed, properly addressed, postage prepaid, registered or certified mail, shall be deemed dispatched on the registered date or that stamped on the certified mail receipt and shall be deemed received within the third business day thereafter or when it is actually received, whichever is sooner. Any notice delivered by hand shall be deemed received upon actual delivery.

11. Set-off. Notwithstanding any provision of this Agreement to the contrary, the Consultant shall not be relieved of liability to the CJCC for damages sustained by the CJCC by virtue of any breach of this Agreement by the Consultant. Upon notice to the Consultant of the claimed breach and the amount of the claimed damage, the CJCC may withhold any payments to the Consultant for the purpose of set-off until such time as the exact amount of damages due the CJCC from the Consultant is determined. Following notice from the CJCC of the claimed breach and damage, the Consultant and CJCC shall attempt to resolve the dispute in good faith.
12. Licenses and Permits. The Consultant shall be required to obtain any necessary

licenses and permits.

13. Compliance with Applicable Law. The Consultant further agrees to comply with all Federal, State and local laws or ordinances, and all applicable rules, regulations, and standards established by the CJCC, which are now or hereafter promulgated insofar as they relate to the Consultant's performance of the provisions of this Agreement.
14. Conflict of Interest. The Consultant affirms that, to the best of Consultant's knowledge, Consultant's involvement in this contract does not result in a conflict of interest with any party or entity which may be affected by the terms of this contract. The Consultant agrees that, should any conflict or potential conflict of interest become known to Consultant, Consultant will immediately notify the CJCC of the conflict or potential conflict, specifying the part of this contract giving rise to the conflict or potential conflict, and will advise the CJCC whether Consultant will or will not resign from the other engagement or representation.
15. Governing Law/Jurisdiction. State of Minnesota laws govern all questions and interpretations concerning the validity and construction of a contract awarded pursuant to this RFP and the legal relation among the parties and performance there. The appropriate venue and jurisdiction for any litigation arising under such contract will be Hennepin County, Minnesota, whether in federal or state courts. The Proposer (Consultant) hereby consents to submit itself to the jurisdiction of such courts with respect to any proceedings related to the RFP or Agreement.
16. Office Pager and Newsprint Recycling Programs. If the Agreement is for a sum less than \$250,000, the CJCC encourages the Consultant to develop and implement an office paper and newsprint recycling program.

The sum over \$250,000, the Consultant shall establish an office paper and newsprint recycling program which shall include a written plan available to the CJCC at the CJCC's request containing the following: description of the plan; person and position responsible for the plan administration; types of paper collection and method of collection and transportation to a recycling center; and an annual report summarizing collection efforts.

Any questions regarding recycling programs should be directed to the Hennepin County Bureau of Public Service, Recycling Program, (612) 348-8075.

17. Delays and Extension of Time. If the Consultant is delayed at any time in the performance of the contract by any act or neglect of the CJCC written and mutually agreed to changes in the contract, labor disputes, fire, flood, or other natural disasters, unusual delay in transportation, adverse weather conditions not reasonable anticipated, unavoidable casualties, or any other causes beyond the Consultant's reasonable control and without fault or negligence of the contractor, the CJCC Coordinator may, but shall not be required to, extend the contract time or performance dates or times for such reasonable time as the CJCC Coordinator may determine. A claim for extension will not be allowed unless the Consultant, not later than the end of the second CJCC business day following the day on which the claim arises, shall have informed--by telephone or FAX--either of the following persons about the full details of the cause(s) necessitating such a claim:

Mel Harris - or - Clarice Bradley  
Division Manager  
Targeted Contract Services Division  
PHONE Number: (612) 348-7077  
FAX Number: (612) 348-4386

Contract Compliance Supervisor

Within six (6) calendar days following any such telephone call or FAX, the Consultant shall also send to each of the CJCC's addressees (persons) referenced, a communication specifying in detail the cause(s) of the delay. The

communications shall be sent to the address stated at the top of said cover sheet. Consultant's failure to comply with the above procedures shall constitute waiver of any claim for an extension of time.

The herein provisions will not preclude the CJCC from canceling or terminating the contract regardless of any action or event beyond the Consultant's reasonable control, as aforesaid, provided that the CJCC shall have given the Consultant thirty (30) days prior written notice of the CJCC's intention to so cancel or terminate, and that during said period, the Consultant shall have failed to cure such delay or failure in performance.

The CJCC shall not be liable for delays or failure in performance due to causes beyond its reasonable control.

18. Time Importance. Time is of the essence of this Agreement.
19. Promotional Literature. Consultant agrees that the term "CJCC" or any derivative thereof shall not be utilized in any promotional literature, advertisements or client lists without the express prior written consent of the CJCC.
20. Headings. Any descriptive heading used in the Agreement is for purposes of convenience only and does not constitute a part of the Agreement.
21. Remedies Not Exclusive. It is agreed that any right or remedy of the CJCC shall not be considered as its exclusive right or remedy for any default in any respect by the Consults; but such right or remedy shall be considered to be in addition to any other right or remedy allowed under this RFP, the contract, law, equity, or statute.
22. Non-waiver of Rights. CJCC's failure to insist upon strict performance of any covenant, agreement, or stipulation of the contract or to exercise any right herein contained shall not be a waiver or relinquishment of the future of such covenant, agreement, stipulation, or right, unless the CJCC consents thereto in writing. Any such written consent shall not constitute a waiver or relinquishment of the future of such covenant, agreement, stipulation, or right.

EXHIBIT B

APPENDIX Y: NON-CONSTRUCTION

The Affirmative Action Plan (Plan) shall be reviewed by the Division Manager of the Hennepin County Targeted Contract Services Division (Division Manager) for approval. The term "Division Manager" as used herein shall include the Division Manager's designates or representatives. The Plan shall contain the following goals:

NON-CONSTRUCTION  
EMPLOYMENT  
Minority: 10%  
Women: 42%

With respect to said Plan, the Division Manager may provide the CONTRACTOR with technical assistance upon request of CONTRACTOR. Contract compliance with respect to an approved Plan shall be monitored by the Division Manager. The Division Manager may, as often and at such times as the Division Manager shall deem desirable, make on-site review to ascertain compliance with an approved Plan.

If the aforesaid goals are not met, the CJCC will require CONTRACTOR to demonstrate that bona fide efforts have been made to meet the goals. If the CJCC determines that CONTRACTOR has failed to demonstrate the same, the CJCC may, in its sole discretion, suspend, cancel or terminate, in whole or in part, the aforesaid contract.

Further, if the CONTRACTOR has failed to submit reports required by the Division Manager and/or has not made a bona fide effort to meet the aforesaid goals, the CJCC may, in its sole discretion, withhold up to fifteen (15%) percent of the contract price until such time as the CONTRACTOR is determined to have submitted the required reports and/or to have made a bona fide effort to meet the goals. In the event that withholding a portion of the contract price is not a feasible alternative, the CJCC may, in its sole discretion, assess the CONTRACTOR a daily charge for each calendar day the CONTRACTOR has not filed the required reports and/or has not made a bona fide effort, as aforesaid. Any monies so assessed are not to be construed as a penalty, but as liquidated damages to compensate the CJCC for CONTRACTOR'S failure to file said reports and/or make said bona fide efforts.

In any suit involving the assessment or recovery of liquidated damages, the reasonableness of the daily charges shall be presumed.

The daily charge will be based on the original contract amount and will be in the amount in the below set forth schedule of liquidated damages.

Original Contract Amount		Charge Per
From More Than	To and Including	Calendar Day
\$ 50,000	\$ 100,000	\$200
100,000	500,000	350
500,000	1,000,000	450
1,000,000	2,000,000	550
2,000,000	---	850

The rights and remedies available hereunder shall be in addition to and not a limitation of any rights and remedies otherwise available under the aforesaid contract, law, statute, equity, or CJCC (Hennepin County) rules.

## EXHIBIT C

### APPENDIX Z: NON-CONSTRUCTION

The Affirmative Action Plan (Plan) shall be reviewed by the Division Manager of the Hennepin County Targeted Contract Services Division (Division Manager) for approval. The term "Division Manager" as used herein shall include the Division Manager's designates or representatives.

The requirements of said Plan and the obligations of CONTRACTOR contained therein shall apply and extend to CONTRACTOR'S performance under the aforesaid contract to the extent the Division Manager determines that said application is appropriate.

CONTRACTOR shall submit the following information to the Hennepin County Targeted Contract Services Division, A-303 Government, Minneapolis, MN 55487-0033:

1. Contractor must fill out and attach to its Plan a "Non-Construction Plan Addendum for Vendor Subcontracting," Form C480.
2. Current Workforce Analysis Report (Form CC400) shall be submitted by the 10th calendar day of the month following the end of March, June, September and December. CONTRACTOR shall evaluate its utilization of minorities and women employees on a quarterly basis. If the use of such employees falls below the goals established in the Plan, CONTRACTOR shall, together with said Workforce Analysis Form, furnish Hennepin County with the following written information:
  - a) An explanation of the reasons why the goals and timetables were not met; and,
  - b) Affirmative actions that were taken to achieve the goals and timetables.
3. A copy of any written communications between CONTRACTOR and the governmental jurisdiction which approved said Plan shall be submitted to the CJCC within ten (10) calendar days from the date of receipt by CONTRACTOR of any said communication or from the date of submission of any said communication by CONTRACTOR to any said governmental jurisdiction.
4. CONTRACTOR shall furnish all such other information and reports required by the Targeted Contract Services Division for the purposes of assessing its compliance with the contractual Agreement and Affirmative Action Plan.

CONTRACTOR is responsible for the accuracy of data submitted to the CJCC.

CONTRACTOR compliance with respect to the Plan shall be monitored by said Division Manager. The Division Manager may, as often and at such times as the Division Manager shall deem desirable, make on-site reviews to ascertain compliance with an approved Plan.

If the requirements are not met, the CJCC will require CONTRACTOR to demonstrate that bona fide efforts have been made to meet the such requirements. If the CJCC determines that CONTRACTOR has failed to demonstrate the same, the CJCC may, in its sole discretion, suspend, cancel or terminate, in whole or in part, the aforesaid contract.

Further, if the CONTRACTOR has failed to submit reports required by the Division Manager and/or has not made a bona fide effort to meet the requirements of the Plan, the CJCC may, in its sole discretion, withhold up to fifteen (15%) percent of the contract price until such time as the CONTRACTOR is determined to have submitted the required reports and/or to have made a bona fide effort to meet the requirements of the Plan. In the event that withholding a portion of the contract price is not a feasible alternative, the CJCC may, in its sole discretion, assess the CONTRACTOR a daily charge for each calendar day the CONTRACTOR has not filed the required reports and/or has not made a bona fide effort, as aforesaid. Any monies so assessed are not to be construed as a penalty, but as liquidated damages to compensate the CJCC for CONTRACTOR'S failure to file said reports and/or make said bona fide efforts.

In any suit involving the assessment or recovery of liquidated damages, the reasonableness of the daily charges shall be presumed.

The daily charge will be based on the original contract amount and will be in the amount in the below set forth schedule of liquidated damages.

Original Contract Amount		Charge Per Calendar Day
From More Than	To and Including	
\$ 50,000	\$ 100,000	\$200
100,000	500,000	350
500,000	1,000,000	450
1,000,000	2,000,000	550
2,000,000	---	850

The rights and remedies available hereunder shall be in addition to and not a limitation of any rights and remedies otherwise available under the aforesaid contract, law, statute, equity or CJCC (Hennepin County) rules.

EXHIBIT D  
OCCUPANCY OF COUNTY PREMISES

The Consultant agrees to invite only those persons performing tasks on behalf of the Consultant in connection with the contract. As to such person, the Consultant agrees to maintain proper vigilance so as to insure that they shall discharge their duties in a safe, courteous, and efficient manner.

The Consultant agrees that no property other than such as might normally be brought upon the premises of the CJCC (Hennepin County) as an incident to the reasonable use thereof for the purposes specified by the CJCC will be brought upon said premises.

The Consultant shall not use, suffer, or permit the use of the designated premises or any part thereof in any manner or for any purposes, or do, bring or keep anything to be done, brought or kept, therein (including, but not limited to, the installation or operation of any electrical, electronic or other equipment) which, in the reasonable judgment of the CJCC, would:

1. violate any covenant, agreement, term, provision or condition of this Agreement or its unlawful or in contravention of the Certificate of Occupancy of the CJCC (Hennepin County) premises;
2. impair or interfere in any way with any of the building services or the proper and economic heating, air conditioning, cleaning or other servicing of the premises or impair or interfere with the use of any of the other areas of the premises by, or occasion discomfort, inconvenience or annoyance to, any of the other occupants of the premises or impair the appearance of the premises;
3. be prejudicial to the business of the CJCC or the premises;
4. reflect unfavorably on the CJCC or the premises; or
5. confuse or mislead the public as to any connection or relationship between the CJCC and the Consultant.

The Consultant shall take precaution so as not to allow injury or damage to the premises. The Consultant shall pay the cost of making good any injury, damage or breakage thereto caused by the Consultant or by the employees, agents, invitees, officers or contractors of the Consultant. No rubbish, dirt, overshoes, umbrellas, mats or other articles, items or things shall be put in public areas by the Consultant, its officers, employees, agents, invitees, or contractors.

The Consultant will observe and comply with the rules and regulations which the CJCC has made or may make and communicate hereafter, at any time in writing, to the Consultant, and which, in the judgment of the CJCC, shall be necessary or desirable for the reputation, safety, care or appearance of the CJCC (Hennepin County) premises or the preservation of good order therein, or the operation or maintenance of the CJCC (Hennepin County) premises, or the equipment thereof, or the comfort of tenants or others in the CJCC (Hennepin County) premises.

Upon completion or termination of the contract and without notice or at any other time no later than two (2) business days after receipt of written notice from the CJCC for Consultant to vacate the premises, Consultant shall:

1. remove its goods and effects and those of all persons claiming under it; and
2. deliver up those areas occupied by the Consultant in said CJCC (Hennepin County) premises quietly and in as good order and condition as the same was in on the date the same was occupied by said Consultant.

Any property which shall remain on the CJCC (Hennepin County) premises after any of the aforesaid occurrences shall be deemed to have been abandoned, and either may be retained by the CJCC as its property or may be disposed of in such manner as the CJCC deems appropriate.

The CJCC is not liable, and the Consultant holds the CJCC harmless, for any loss or damage which the Consultant may sustain from:

1. injury or damage to the Consultant or for any damage to or loss (by theft or otherwise) of, or loss of use of, any property of the Consultant, or property in the Consultant's possession, including and injury, loss or damage to person - and property belonging to them - who have been invited or requested to be on the CJCC (Hennepin County) premises by the Consultant in connection with its use of the CJCC (Hennepin County) premises, unless any such injury, loss or damage, all as aforesaid, is caused by the sole negligence of the CJCC, its officers or employees;
2. interruption in any service from any cause whatsoever;
3. any act of employees or agents or persons other than the CJCC's;
4. personal and/or bodily injury; or
5. any loss incurred by the Consultant including but not limited to loss of revenue and/or profit, whether anticipated or actual, resulting from its inability to use the CJCC (Hennepin County) premises.

[agree.EQ1]