

**ARIZONA CRIMINAL JUSTICE**

**COMMISSION**

**DRAFT**

**REQUEST FOR PROPOSALS**

**FOR**

**THE ARIZONA CRIMINAL JUSTICE**

**INFORMATION INTEGRATION SYSTEM**

**A COLLABORATIVE PROJECT BETWEEN**

**THE ARIZONA CRIMINAL JUSTICE COMMISSION**

**COCONINO COUNTY, ARIZONA**

**ADMINISTRATIVE OFFICE OF THE COURTS**

**MARCH, 1999**

# ARIZONA CRIMINAL JUSTICE COMMISSION

## NOTICE OF REQUEST FOR PROPOSALS

NOTICE IS HEREBY GIVEN that sealed proposals will be received by the Arizona Criminal Justice Commission (ACJC) for furnishing the following products and services to ACJC as follows:

**UNTIL** \_\_\_\_\_ **FOR:**

**RFP NUMBER** \_\_\_\_\_

### **PRODUCT: Criminal Justice Information Integration System**

This call for proposals is for awarding a purchasing contract to cover the development and implementation of the Arizona Criminal Justice Information Integration System (ACJIIS) at selected counties in Arizona and at state level agencies. The functional requirements for ACJIIS are made a part of this Request For Proposals (RFP). For any questions, please contact Gerry Hardt, Program Manager, Arizona Criminal Justice Commission, 3737 No. 7<sup>th</sup> Street, Suite 260, Phoenix, AZ 85014. Telephone: 602-230-0252, ext. 210.

Proposals shall be opened and the names of the vendors publicly read in the meeting room at ACJC. Details of each proposal, including proposed fees, shall not be announced at the time of the opening. Such information shall be made public after all negotiations are completed and an award has been made. Award shall be made with reasonable promptness by giving written notice to the vendor whose proposal best conforms to this invitation and will be most advantageous to the State of Arizona with respect to price, conformity to specifications, vendor qualifications and other related factors. Other related factors to be considered may include but are not limited to; quality, uniformity of product, vendors capability to provide requested services and vendor's past performance on other similar contracts. Award may be made to other than the low cost proposal. However, all proposals may be rejected if ACJC determines that the rejection is in the public interest.

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Rex Holgerson, Director  
Arizona Criminal Justice Commission

## INSTRUCTIONS TO BIDDERS

1. Bid price for any materials or equipment furnished shall be F.O.B. Phoenix, AZ. Federal excise tax, if there is such a tax involved, shall be excluded in every case. However, the vendor submitting the bid shall state the amount of the excise tax excluded. Bid prices shall be firm. All relevant state and local taxes shall be included in the final bid amount shown, and it is this amount that shall be used for the purposes of evaluation. Out-of-state purchases are subject to a 5% Arizona use tax, and out-of-state vendors are responsible for computing this tax and including it in the final bid amount shown.
2. The vendor shall include in his/her proposal a signed statement in the Cover Letter certifying that the products and/or services being offered do or do not meet the specifications supplied with this RFP. In addition to said statement; the vendor must provide enough data on the products and/or services being offered to enable ACJC to determine the suitability and quality of the products and/or services being offered. In every case, vendors shall indicate where products and/or services being offered vary from the supplied specifications.
3. Unless otherwise stated in the RFP specifications, products and/or services being offered must be delivered to ACJC within one hundred eighty (180) days after receipt of a purchase order by the successful vendor.
4. **PROPOSALS SHALL BE SUBMITTED IN TRIPLICATE.** In submitting proposals, please reference the RFP Number on the face of each copy for the purposes of identification. All bids shall be submitted in original ink signatures by the person authorized to sign.
5. Proposals shall be delivered to the office of the Arizona Criminal Justice Commission, 3737 No. 7<sup>th</sup> Street; Suite 260, Phoenix, AZ 85014 on or before the day and hour set for the opening of proposals in the published notice. Proposals shall be enclosed in a sealed envelope bearing the title and RFP Number and the name of the Vendor. It is the sole responsibility of the vendor to see that his/her proposal is received by ACJC at the proper time. Proposals "faxed" will not be accepted.
6. Erasures, inter-lineations or other modifications in the proposal shall be initialed in original ink by the authorized person signing the bid.
7. In case of errors in the extension of prices in the proposal, the unit price will govern.

8. A performance and/or payment bond is required from the successful vendor in the amount of the fifty- percent (50%) of the proposal price. It shall be due within three working days of the announcement of the award. Date of the U.S. postmark will be accepted as date of delivery. Each bond shall be executed solely by a surety company or companies holding a certificate of authority to transact business in this State issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1. A successful vendor who fails to deliver the proposed products and/or services will forfeit the amount of his/her performance bond in the amount necessary for ACJC to re-procure and implement the ACJIS as specified.
9. When a pre-proposal conference is scheduled, all prospective vendors are urged to have a representative present. In any case, where this is not possible it is the vendors' responsibility to make certain that any information disclosed at the conference is considered when preparing the proposal. Under no circumstances will ACJC consider making an adjustment in the Scope of Work or Fee amount after proposals are opened based on the vendors ignorance of information disclosed at the pre-proposal conference.
10. Any vendor may withdraw his/her proposal either personally or by written request, at any time prior to the closing time for receipt of proposals. Telegraphic, "faxed" or mailgram withdrawals will not be effective.
11. All amendments to proposals must be signed and returned to ACJC prior to the specified due date and time.
12. Proposals will be opened in the meeting room of ACJC at the time indicated in the call for proposals.
13. Proposals received after the scheduled closing time for receipt of proposals will be returned unopened to the vendor.
14. Per A.R.S. 11-254.01, award will be made with reasonable promptness to the vendor whose proposal best conforms to the RFP specifications, and other factors.
15. All proposals may be rejected by ACJC if it determines that rejection is in the public interest.
16. ACJC reserves the right to waive any informalities in accepting and evaluating bids.
17. If a vendor contemplating the submission of a proposal is in doubt as to the true meaning of any part of the proposal documents or finds discrepancies in or omissions from said documents, he/she shall submit to ACJC a written request for an interpretation or correction thereof. The person submitting the request shall be responsible for its prompt delivery.

18. It is the responsibility of all vendors to examine the entire set of RFP documents and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy prior to their submission. Negligence in preparing a proposal confers no right of withdrawal after due date and time.
19. Questions received less than ninety-six (96) hours before the proposal opening shall not be answered. Any interpretation or correction of the proposed documents will be made only by addendum, duly issued, and a copy of such addendum will be mailed or delivered to all who are known to have received a set of bid documents. ACJC is not responsible for any other explanations or interpretations of the proposed documents.
20. Any addenda will be mailed or delivered to all who are known by ACJC to have received a set of bid documents, and to offices where bid documents have been filed for review purposes. Each vendor may ascertain prior to submitting his/her proposal that he/she is in receipt of all addenda issued by telephoning the Program Manager at (602) 230-0252, ext.210. Vendors shall acknowledge receipt of all addenda.
21. Failure on the part of the vendor to comply with all of these instructions may result in proposal rejection by ACJC.
22. All proposal prices shall be guaranteed by the vendor to remain unchanged for a period of sixty (60) days from and including the date of the bid opening.
23. The proposal specifications shall take precedence in any situation where the instructions to vendors and the proposal specifications are contradictory.
24. No contract or subcontract awarded from this RFP may be assigned to another party for performance of the terms and conditions hereof without the written consent of ACJC.

The required Cover Letter must include certification that the submitting vendor is to provide single-source responsibility for proposed products and/or services. ACJC requires that all vendors provide as part of their responses, a written commitment/guarantee that support for their proposed products/services shall be available for a minimum of five (5) years from the date of contract award. Such commitment shall be signed by their authorized agent.

Further, ACJC will consider the selected vendor to be the sole point of contact with regard to contractual matters, payment of any kind and all charges resulting from the purchase of, and all future maintenance of the software support. There will be no assignment of financial payments to a third party without prior written consent from ACJC. However, this should not be construed as a restraint on establishing subcontractor relationships for this proposal.

25. Vendors may be asked to make oral presentations and system demonstrations to explain the provisions of their proposal. The time and location of these presentations will be arranged by ACJC at their discretion.

Vendors whose responses meet minimum acceptable evaluation criteria may be required to perform a demonstration of the currently available features of their proposed product. This demonstration shall be conducted on-site at ACJC and will include validation of the vendor's response where the proposed system's compliance with individual functional requirements is indicated. Failure to make an oral presentation or perform this demonstration if requested, or failure to prove compliance as indicated in the vendor's response will result in rejection of the proposal by ACJC. For those vendors who will be developing their product offering as a result of this RFP, a presentation describing "proof of concept" may be requested. Failure to make this presentation will result in rejection of the proposal by ACJC.

26. The parties shall use their best, good faith efforts to cooperatively resolve disputes and problems that arise in connection with this contract. When a dispute arises between ACJC and Vendor, both parties will attempt to resolve the dispute pursuant to this section and will continue without delay to carry out all of their respective responsibilities under this contract.

ACJC and Vendor will use their best efforts to resolve disputes arising in the normal course of business at the lowest organizational level between each party's staff with appropriate authority to resolve such disputes. When a dispute arises between ACJC and Vendor which cannot be resolved in the normal course of business, the Project Managers shall each notify the other of the dispute, with the notice specifying the disputed issues and the position of the party submitting the notice. The Project Managers shall use their best, good faith efforts to resolve the dispute within five business days of submission by either party to the other of such dispute notice.

27. The Vendor warrants that all Software delivered under this Contract shall be able to accurately process date data (including, but not limited to, calculating, comparing, displaying and sequencing) from, into, and between the twentieth and twenty-first centuries, including leap year calculation, when used in accordance with the product documentation provided by the Vendor, provided that all listed or unlisted Software used in combination with such listed product properly exchange date data with it. If the contract requires that specific listed products must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those listed products as a system. The duration of this warranty and the remedies available to the ACJC for the breach of this warranty shall be as defined in, and subject to, the terms and limitations of the Vendor's standard commercial warranty or warranties contained in this Contract, provided that notwithstanding any provision to the contrary in such commercial warranty or

warranties, the remedies available to ACJC under this warranty shall include repair or replacement of any listed product whose non-compliance is discovered and made known to the Vendor in writing within sixty (60) months after acceptance. Nothing in this warranty shall be construed to limit any rights or remedies ACJC may otherwise have under this Contract with respect to defects other than Year-2000 performance.

28. Vendor represents and warrants that any Software provided by Vendor to ACJC under this Contract shall contain no viruses, bombs or other software mechanisms, techniques or devices designed to disrupt, disable or stop its processing of data or other performance in accordance with its Specifications.
29. The Vendor agrees that none of its officers or employees shall use or reveal any research or statistical information furnished by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. ACJC shall be notified immediately upon receipt of any such order of court, pertaining to production of such information.

The Vendor shall incorporate the foregoing provisions of this paragraph in all of its authorized subcontracts.

30. ACJC shall have the right to withhold payments to Vendor, in whole or in part, if Vendor fails to meet the performance requirements or to perform its obligations set forth in this Contract.
31. ACJC may suspend, terminate, or modify this contract immediately upon written notice to the Vendor in the event of a non-performance of stated objectives as determined in the System Acceptance Test described in the Vendor Requirements Section or other material breach of contractual obligations; or upon the happening of any event which would jeopardize the ability of the Vendor to perform any of its contractual obligations in a timely manner.

ACJC reserves the right to have products and services provided by other than the Vendor if the Vendor is unable or fails to provide the proposed products and services within the specified time frame. Defaulting Vendor shall pay for such products and services any costs which exceed the original contract amount plus the cost of any additional expenses incurred by ACJC due to Vendor's default.

32. All responses submitted due to this RFP shall become the property of ACJC which has the right to use any and all information represented in the proposal unless the Vendor designates the information as proprietary. Each response page containing proprietary information must be clearly stamped "PROPRIETARY". ACJC will attempt to restrict proprietary information from disclosure. However, ACJC shall not

be liable for any accidental or inadvertent disclosure of such information. ACJC will retain and safeguard information associated with the responses.

33. VENDORS ARE HEREBY NOTIFIED THAT THIS REQUEST FOR PROPOSAL AND THE VENDOR RESPONSES WILL BE MADE A PART OF THE CONTRACT BETWEEN ACJC AND THE SELECTED VENDOR.

## **ADMINISTRATIVE OVERVIEW**

As the agency charged with providing leadership and resources for the overall improvement in the Criminal Justice System in Arizona, the Arizona Criminal Justice Commission (ACJC) has committed to the effective use of automation. Over the past years, ACJC has funded major improvements in criminal records and disposition reporting by enabling new systems to be implemented in the offices of Sheriffs and County Attorneys throughout the state. Now it is recognized that one of the major impediments to significant improvements in the criminal justice process on the county level is the manual transmission of case/person related data between criminal justice agencies. This is currently accomplished by the transportation of documents the data on which is redundantly entered into the databases of agency departmental applications. ACJC will now be focusing funding on the electronic exchange of justice system data. As a result, ACJC with the collaboration of Coconino County, AZ and the Administrative Office of the Courts (AOC) now desires to acquire a vendor developed and/or to be developed software package which utilizes the latest Open technologies and provides the comprehensive functionality and report generation capabilities required in the following areas:

- The electronic acquisition, translation and distribution of data elements which are used and stored in the departmental application databases of more than one criminal justice agency. For the purposes of this project these are identified as Common Data Elements (CDE).
- The creation and maintenance of a Criminal Justice Information Repository which records all of the criminal justice activity in the county. This database will be comprised only of CDEs.

Presently, there are few instances of data being passed electronically between agencies. Within Maricopa County there are direct computer to computer links between the Superior Court and the Sheriff's Office. There are also links between the County and Arizona Department of Public Safety (DPS) for the purpose of reporting arrest dispositions. In all other counties, the process of data transfer is manual and while internal agency process improvements are continuing to be made, this has constrained the operational effectiveness of the criminal justice system.

Coconino County and AOC have sponsored a design project a portion of the results of which are the Functional Requirements contained in this RFP. Coconino County and City of Flagstaff criminal justice agencies will be the development and initial installation sites. The specific agencies will be:

- Coconino County Sheriff's Office
- Coconino County Attorney's Office
- Coconino County Justice Courts
- Coconino County Clerk of the Superior Court
- Coconino County Adult Probation
- Coconino County Juvenile Probation
- City of Flagstaff Police Department
- City of Flagstaff Municipal Court
- Arizona Department of Public Safety (disposition reporting)

In the future, other criminal justice agencies in Coconino County will be invited to participate if they so desire. Likewise, the other fourteen (14) Arizona Counties will be offered to implement ACJIS in a manner similar to that of Coconino. However, no county or State agency will be forced to participate.

The county and city criminal justice agencies throughout Arizona currently utilize a wide variety of departmental applications. These range from legacy systems developed in-house using COBOL, RPG, etc. to state-of-the-art systems employing modern relational databases. Recognizing the independent structure of the county criminal justice system, ACJIS must be able to import, translate and export CDEs with a range of none to extensive modifications to departmental applications. When participating agencies elect to upgrade their departmental applications, they will be responsible for the costs associated with the development of a new ACJIS interface if necessary.

ACJC will be responsible for educating other counties as to the functions and benefits of ACJIS, performing the technical analysis needed to determine departmental application interface requirements, coordinate with the selected vendor in developing any additional interfaces, assisting in acquiring the necessary funding and acting as project implementation manager. ACJC will be the ACJIS "Champion" in Arizona.

ACJC anticipates that the functional requirements set forth in this RFP may be satisfied in one of two ways;

- Acquire through licensing a vendor developed and commercially available software package that the vendor may have to modify to meet current needs as outlined in this RFP and accommodate future growth and needs enhancements (hereinafter referred to as Option One). The selected vendor will be responsible for the development of departmental application interfaces in Phase One (see below) and will issue quotations for the interface development in Phase Two (see below).

- Collaborate with a vendor to construct a vendor-owned software package that meets the current needs as outlined in this RFP and can be modified if necessary to accommodate future growth and needs enhancements (hereinafter referred to as Option Two). The selected vendor will be responsible for the development of departmental application interfaces in Phase One (see below) and will issue quotations for the interface development in Phase Two (see below).

ACJC recognizes that under Option Two, this will be a pioneering development effort. Thus, the project will be divided into two phases. Phase One will be a pilot project consisting of the core ACJIS system development, i.e. the software which identifies, imports, translates and exports CDEs and the development of the interfaces to departmental applications. This pilot will be implemented in Coconino County. A listing of the currently installed and/or planned departmental applications in Coconino County criminal justice agencies is available on request. The second phase will be the development of the interfaces and ACJIS implementation in other Arizona counties and State agencies.

When quoting prices, vendors are requested to specify those associated with the core system development and those such as hourly rates for interface developments.

Vendors are requested to thoroughly review and understand the sections of this RFP which describe ACJIS in order that they can properly decide which Option they wish to propose.

## **SCHEDULE OF EVENTS**

Request for Proposals Issued:

Pre-Proposal Conference:

Deadline for Receiving Vendor Questions:

Response Deadline to Vendor Questions:

Deadline for Submission of Proposals: P.M. on

Initial Review of Proposals Completed on:

Elimination of Vendors whose Responses  
Do Not Meet Minimum Requirements:

Product Demonstrations and/or  
Oral Presentations by Finalists:

Selection of Finalist:

Best and Final Negotiation Completed By:

Contract Award and Start of Project:

## ACJIIS CHARACTERISTICS

The ACJIIS characteristics are the attributes which the system is to contain. The system will:

- be portable to other Arizona counties and state agencies which request it,
- be of limited complexity in order to minimize maintenance,
- utilize client/server based architecture,
- be UNIX based,
- utilize an industry standard SQL and ODBC compliant relational database management system,
- not contain any software components which are proprietary with respect to being “closed” in terms of connectivity and inter-operability,
- be capable of utilizing the TCP/IP network protocol,
- utilize a 32 bit Windows GUI front-end for the Criminal Justice Repository,
- utilize vendor software offerings currently on the market as much as possible,
- be table driven with respect to the Common Data Element (CDE) import/export, translation and event rules,
- be able to be implemented on a agency by agency phased approach within a county,
- be maintainable on the local level with the exception of the agency departmental application interfaces,
- recognize the proprietary nature of departmental systems and if any modifications to these applications are necessary, they must be isolated as much as possible from the applications for the ease of maintenance and to insure continued vendor support,
- Be scalable to handle the criminal justice activities of the smallest as well as the largest Arizona County. This can range from one thousand (1,000) to three hundred fifty thousand (350,000) arrests per year. It is estimated that the history file of the largest Arizona County (Maricopa) will grow to three hundred (300) gigabytes.

## DATA TRANSFER FUNCTIONAL REQUIREMENTS

The core of ACJIIS will be the transfer of CDE's from and to agency departmental applications that store them. The system will:

- be capable of importing/exporting and translating CDE's from all criminal justice agency departmental applications through the development of custom interfaces,
- Be capable of identifying CDE's and translating them into formats acceptable to agency departmental applications and the Criminal Justice Repository.
- Be capable of translating and exporting CDE's to agency departmental applications based upon the occurrence of a criminal justice event, the nature of the event, and the specific originating agency. This will include agencies on the state level, e.g. charge disposition reporting to the Arizona Department of Public Safety,
- be capable of importing and exporting CDE's from agency departmental applications on a real-time basis as well as hourly, twice daily, or daily basis depending on the nature of the CDE and the event,
- be capable of generating standard agency departmental application input/modify transactions as the means by which CDE's are updated into the application database,
- be flexible in order to accommodate the differences in criminal justice work processes in the various Arizona counties,
- be capable of transferring scanned document images from a central document imaging system,
- be capable of transferring person images, e.g. mugshots, fingerprints from a central imaging system,
- Be capable of creating an internal cross-reference index of agency case/person/charge identifiers in order to accurately track chronologically individual criminal justice cases.
- Provide a log file and messaging capability in order to meet these functional requirements when departmental systems are down and when they operate less than twenty-four hours per day.

## **CRIMINAL JUSTICE REPOSITORY FUNCTIONAL REQUIREMENTS**

The ACJIS will create and maintain a Criminal Justice Repository, which will store the CDE's generated by events occurring in County/City agency departmental applications. The Repository will:

- be capable of being the historical record of all criminal justice events in the county,
- utilize Web browser technology for data access,
- Have access security down to the data element level. (Person data is the most sensitive),
- be structured to be oriented to either subject (person), case, or charge inquiries,
- provide utilities for the correction, sealing and purging of data ,
- provide a set of user defined standard reports,
- Provide an ad hoc report generator easily used by non-technical agency staff which has the user security access restrictions.

## **VENDOR REQUIREMENTS**

In addition to acquiring the software (Options One and Two) necessary to meet the characteristics and requirements described above, ACJC is seeking to establish a contractual relationship with the most qualified vendor with respect to the development of departmental application interfaces and other technical support necessary to successfully implement ACJIS in Arizona Counties or at state level agencies. Other technical support may include configuring client/server hardware, network parameters, loading ACJIS software and modifying the list of CDE's when necessary. To assist ACJC in evaluating proposals, vendors are requested to thoroughly described their qualifications and experience in the following;

- If a vendor is proposing Option One, list five organizations which have implemented the proposed product in the last two years. Please provide the names and telephone numbers of responsible parties at each organization to be used for reference checks,
- If a vendor is proposing Options One and/or Two, describe the technical and implementation support required to implement and maintain the proposed product,

- If a vendor is proposing Options One and/or Two, describe which areas of technical and implementation support the vendor is prepared to perform and the vendor's qualifications in that area,
- If a vendor is proposing Option Two, describe why the vendor is uniquely qualified to successfully develop ACJIS,
- If a vendor is proposing Option Two, describe the vendor's development approach and ACJC/vendor project organizational plan,
- If a Vendor is proposing Option Two, describe three data integration development projects the vendor has performed in the last two years in either the public or private sectors. Please provide the names and telephone numbers of responsible parties at each customer organization to be used for reference checks,
- If a vendor is proposing Option Two, describe conceptually the hardware and software architecture which will satisfy the specifications set forth in this RFP,
- If a vendor is proposing Options One and/or Two, he/she must indicate the willingness to cooperate fully with the vendors of departmental application systems in the design and development of the departmental application/ACJIS interfaces.
- Please describe the vendor's experience in the development of criminal justice information systems.
- Vendor must agree to provide as a part of Phase One, detailed documentation describing the technical development of the departmental application/ACJIS interface,
- Vendor must agree to support the ACJIS core software and vendor developed interfaces for a minimum of five years.

ACJC also desires to ensure as much as possible that the selected vendor is financially stable and that this type of integration product is a strategic area. Therefore, vendors which are publicly held corporations are requested to submit their most recent Annual Report. Non publicly held organizations are requested to provide sufficient financial information to satisfy ACJC's interest in this area. All vendors are requested to describe their strategic plans for this type of software product and associate services.

**System Acceptance:**

- The selected vendor shall demonstrate to ACJC that the ACJIS product meets the functional specifications contained in this RFP.

- Subsequent to this demonstration, ACJC and the selected vendor will mutually develop an acceptance test plan.
- Based upon the acceptance test plan, ACJC shall then perform Acceptance Tests on the System during an Acceptance Test Period which will be the sixty (60) days following successful installation of the proposed software. The purpose of the Acceptance Test Period is to ensure that the proposed software satisfies all of the mandatory Attributes and Functional Requirements listed above. Vendor shall assist ACJC as requested by ACJC in performing such Acceptance Tests. ACJC will provide Acceptance if the System has no Failures during the Acceptance Tests and meets ACJC's reasonable satisfaction.
- If a Failure occurs during this Acceptance Test Period, ACJC shall give Vendor notice of its non-acceptance of the System, with such notice delineating deficiencies used as the grounds for ACJC's decision. If ACJC gives Vendor such notice prior to or at the end of this Acceptance Test Period, Vendor shall correct Failures provided to Vendor in any notice(s) of non-acceptance from ACJC. After Vendor has corrected such Failures, ACJC shall verify whether the System satisfies the Acceptance Tests and in writing shall either accept or not accept the System following such re-tests.
- If Vendor corrects all Failures and the System meets ACJC's reasonable satisfaction, ACJC shall give Vendor its Acceptance for the System. If ACJC has not provided Acceptance within sixty (60) days after the Acceptance Test Period, ACJC may, at its option:
  - (a) Immediately terminate this Contract without penalty to ACJC and require Vendor to retrieve the Software, and to restore the Site to its condition prior to the installation of the System. Such termination shall be considered a termination for default of Vendor. Upon such termination, Vendor shall immediately return all sums previously paid by ACJC to Vendor for such Software. Vendor shall be liable for all inbound and outbound preparation and shipping costs for Software returned pursuant to this provision.
  - (b) Request replacement Software for further Acceptance Tests; or
  - (c) Continue performing Acceptance Tests on the System and require Vendor to continue until Failures are corrected. ACJC's option to terminate this contract shall remain in effect until a successful completion of the Acceptance Tests for the System

### **Maintenance Assistance:**

During the Warranty Period, Vendor shall, within 30 minutes of receipt of an inquiry from a telephone call due to the System not performing its normal business operations or functions, and within two hours for all other calls or inquiries, respond to the inquiry with the following:

- (1) Responses to questions relating to the Application;
  - (2) In general and as specifically addressed below, resolving problems related to the System;
  - (3) Access to specialists for Failure definition assistance and, if required, the development, on a best efforts basis, of a temporary solution to or an emergency bypass of the Failure;
  - (4) Recommended corrections and repairs of minor errors, problems or Failures with the System, to the extent feasible over telephone communications;
  - (5) Clarification of Documentation, and
  - (6) Vendor's search of its known problem file and the provision to ACJC of the applicable information found in that file.
- The Vendor must provide Maintenance Assistance at a minimum between 7:00 a.m. and 6:00 p.m., Monday through Saturday, local Vendor time.
  - Vendors are requested to provide a synopsis of their internal Problem Escalation Procedures in their responses to this RFP.

### **User Support and Training:**

- Vendor will provide training to ACJC and County/State staff members at customer and/or agreeable local site with flexible scheduling. Training sessions may be recorded on videotape by ACJC and reproduced at its own discretion for internal use.
- Provide documentation such as but not limited to, system documentation with examples of available reports, system administrator manual(s) including information on installation, maintenance and use of security features, user manual(s) including information on error messages, system enhancement and new release documentation.
- ACJC is permitted to make unlimited copies or other reproductions of any documentation or training materials for internal use.

- Vendors are requested to quote rates for any follow-on training requested by ACJC in the Cover Letter.

## RESPONSE FORMAT AND PRICING

Vendors are requested to provide two (2) documents as their response to this RFP.

The first document will be a Cover Letter signed by an Officer of the Vendor Organization which contains the certifications described throughout this RFP and all costs for the proposed products and services. Costs will include:

- the development of the core ACJIIS software along with the license fees of the software products the vendor anticipates utilizing (Option Two),
- fees for the license(s) and any modifications to the proposed product in order that it meet all mandatory Characteristics and Functional Requirements (Option One),
- the annual maintenance/support contract which will be available to at the end of the one-year warranty period,
- Rates for consulting and programming services associated with the design and development of the departmental application/ACJIIS interfaces. Please indicate if these rates will also apply in Phase Two,
- any other licenses, fees and on-going costs to ACJC associated with the development, implementation and maintenance of the proposed ACJIIS,
- Any applicable training fees.

Because of the flexible scope of this project that is, it can not be estimated how many Arizona counties and state agencies will implement the proposed product and services, vendors are strongly requested to develop creative pricing plans which promote acceptance of the system. ACJC will make every effort to educate all counties of the benefits of ACJIIS in order to maximize its acceptance throughout the state.

Please note that ACJC reserves the right to re-bid the development of departmental application/ACJIIS interfaces applicable to Phase Two if it believes it is in the best interest of the Arizona Criminal Justice System.

The second document will be the Vendor's response to each of the items shown under System Attributes, Functional Requirements and Vendor Requirements. Please respond to each item with a "yes", "no" and/or a brief answer. Vendors are encouraged to use

graphics wherever they will enhance understanding of the vendor's proposal. However, the content of a proposal is what will be evaluated and vendors are requested to make their proposals clear and concise. ACJC will not be responsible for the vendor costs associated with the development of his/her proposal.

## **EVALUATION PROCESS**

ACJC will assemble qualified representatives from ACJC, Coconino County, Administrative Office of the Courts, Maricopa County and the Arizona Government Information Technology Agency to form the Proposal Evaluation Committee. The group will contain the subject matter and technical expertise to properly judge the suitability of vendor proposals and select the most qualified. ACJC requests that any information requested by the Committee be supplied as soon as possible in order that their decision can be made in a timely manner.

ACJC will utilize internally developed criteria for the initial evaluation of submitted proposals. The weighting will be;

- |                            |     |
|----------------------------|-----|
| 1. System Attributes       | 35% |
| 2. Functional Requirements | 40% |
| 3. Vendor Requirements     | 25% |

As a result of the initial evaluation, ACJC will select the Vendors who will be requested to conduct demonstration(s), oral presentations and to whose references, calls and site visits will be made. ACJC will then decide which Vendor with which to enter into Final Negotiations. All contracts/agreements will be subject to the approval of the ACJC Board of Directors.