

Request for Proposal (RFP)
For
Law Enforcement Records Management System
Project # 1415



Response Deadline

October 4, 2010
4:00 p.m. Central Daylight Time (CDT)

To:

Brown County Purchasing Department
305 E. Walnut St. 5th Floor
P.O. Box 23600
Green Bay, WI 54305-3600

Project # 1415

I. General

Brown County is seeking sealed proposals from qualified firms that possess outstanding qualifications, experience, and knowledge to provide for the replacement of our current Law Enforcement Records Management System (LRMS). The specific services requested are detailed in the attached Business Needs Assessment.

It is the goal of the County to acquire a product that will be configured to provide the full range of required services as identified in this RFP.

II. Tentative Timeline

Project Kickoff Meeting	May 6, 2010
Development of Business Needs Assessment	May 7 – July 23, 2010
RFP Developed	July 1 – July 30, 2010
RFP Approved by Public Safety Committee	August 5, 2010
RFP Approved by County Board	August 18, 2010
RFP Approved by County Executive (minutes signed)	August 31, 2010
RFP Posted	September 3, 2010
RFP Questions Due	September 10, 2010
RFP Questions Answered	September 15, 2010
RFP Responses Due from Vendors	October 4, 2010
RFP Finalists Chosen	October 25, 2010
Software Demonstrations	November 1 – November 19, 2010
Customer Reference Checks	November 1 – November 19, 2010
Application Selected	November 19, 2010
Project Scope Documented & Base-Lined	November 22 – December 10, 2010
Software Purchase Contract Negotiation	November 22 – January 31, 2011
Project Risk Analysis	December 13 – December 31, 2010
Software Purchase Contract Finalized	January 31, 2010
Hardware Procurement	February 2011
Hardware Installation & Configuration	March 2011
Software Installation	April 2011
Project Team Application Training Completed	April 2011
Application Configuration Complete	June 2011
Data Conversion Verification Complete	July 2011
Application Testing Complete	August 2011
Interface Testing Complete	August 2011
User Training Complete	October 2011
Application Go-Live	October 2011
Acceptance of all Deliverables	November 2011

III. Assumptions

The Contract resulting from this RFP shall include a Licensing Agreement, a Software Maintenance Agreement, and a Service Agreement for implementation, training, project management, and software installation.

The application will use the Windows Operating System (Windows 7 or higher version for clients, Windows Server 2008 or higher for the server). Refer to Pages 16 – 32 for the full list of requirements.

There shall be a one year warranty with the application and the warranty period shall commence with User Acceptance of the system.

IV. RFP Submission Requirements

Any deviation from these requirements may result in the proposal being considered non-responsive, thus eliminating the vendor from further consideration.

Each proposal must be received by the due date and time set for this RFP. A proposal received after the established deadline will not be considered. The proposal shall be sealed and labeled with the following information:

- Name of Vendor
- Address
- Contact Person
- Telephone and Facsimile Number
- E-mail Address

Proposals should be clearly marked as:

“PROJECT # 1415 Law Enforcement Records Management System”

It is the vendor’s responsibility to ensure their proposal is received by Brown County Purchasing by the due date and time. There will be no exceptions regardless of the circumstance.

To facilitate evaluation of proposals, one clearly marked “original” and seven (7) identical copies shall be submitted to the County along with one CD copy. The proposal shall be prepared with a straight forward, concise delineation of the vendor’s capabilities to satisfy the requirements of this RFP.

All communications concerning this RFP shall be submitted to the Brown County Purchasing Department via e-mail to bc_administration_purchasing@co.brown.wi.us, or by phone at 920-448-4040, or by fax at 920-448-4036.

Withdrawal or Modification of Proposal: A vendor may withdraw or modify its proposal prior to the proposal due date. Any changes or withdrawals must be made prior to the proposal deadline and requested in writing. Thereafter, a proposal may not be withdrawn or modified during the proposal holding period.

V. RFP Due Date

All sealed proposals are due to Brown County Purchasing, 305 E. Walnut St., 5th Floor, P.O. Box 23600, Green Bay, WI 54305-3600 no later than **4:00 p.m. (CDT), October 4, 2010**. Submit in a sealed envelope marked “Project #1415 Law Enforcement Records Management System.” No proposal may be faxed or e-mailed. No proposal may be withdrawn for one hundred twenty

(120) days. Pricing is to remain firm for one hundred twenty (120) days from date of proposal due date. See Attachment B (Cost Proposal Sheet) for a list of required fee categories.

VI. Questions

All questions related to this RFP must be in writing and received by the Brown County Purchasing Department no later than 4:00 p.m., CDT, Sept 10, 2010, via e-mail to bc_administration_purchasing@co.brown.wi.us. Clearly mark the e-mail "Questions for Project #1415, Law Enforcement Records Management System." Phone call and faxed questions will not be accepted.

Answers to all written questions will be re-issued in the form of an addendum and entered on the Brown County website

(<http://www.co.brown.wi.us/administration/Purchasing/Bids%20&%20RFPs/Bids&RFP's.htm>)

on September 15, 2010, no later than 4:30 p.m., CDT. It is the responsibility of all interested vendors to access the website for this information. Calls for assistance with the website can be made to (920) 448-4039.

VII. PROPOSAL FORMAT

All proposals must be typewritten on standard 8 1/2" x 11" paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within a binder with tabs separating each section. Each vendor is required to submit the proposal in a sealed package.

Proposals should be prepared as simply as possible and provide a straightforward, concise description of the vendor's capabilities to satisfy the requirements of the RFP. Expensive bindings, color displays, promotional material, etc., are not necessary or desired. Emphasis should be concentrated on accuracy, completeness, and clarity of content. All parts, pages, figures, and tables should be numbered and clearly labeled. The proposal should be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated:

Section	Title
1	Title Page
	Letter of Transmittal
	Table of Contents
	Executive Summary
2	Company Background and Experience
3	Project Understanding
4	Project Staffing and Organization
5	Project Work Plan and Schedule
6	System Description and Functionality
7	Cost Proposal
8	Client References

Instructions relative to each part of the response to this RFP are defined in the remainder of this section.

TITLE PAGE

The title page should include the following:

- Name of Project – Law Enforcement Records Management System
- Submitted by - Company's Name
- Date of Submittal

LETTER OF TRANSMITTAL

Each proposal must include a letter of transmittal. The letter of transmittal MUST:

- Identify the submitting organization;
- Identify the name, title and e-mail address of the person authorized to contractually obligate the organization;
- Indicate explicitly acceptance of the conditions governing this procurement;
- Be signed by the person authorized to contractually obligate the organization; and
- Include a statement that vendor's responses to the RFP, including proposal prices, will be considered firm for one hundred twenty (120) days after the date of receipt of the proposal.

TABLE OF CONTENTS

The Table of Contents should outline Sections 1.0 thru 8.0, as stated above.

EXECUTIVE SUMMARY

This part of the response to the RFP should be limited to a brief narrative highlighting and summarizing the vendor's proposal. The summary should contain as little technical jargon as possible and should be oriented toward non-technical personnel. The Executive Summary should not include cost quotations.

COMPANY BACKGROUND AND EXPERIENCE

The vendor should provide a brief profile of the company.

- Tell how long the company has been in business.
- Give a brief description of the company size, organization structure, subsidiary companies, office locations, size, and overall number of personnel.
- Detail other major products or services offered.
- Supply the legal form of the vendor i.e., sole proprietor, partnership, corporation, etc. If the vendor is a corporation, the state in which the company was incorporated shall be identified.
- Give company's strategic direction in software design and support.
- Give a general description of the company's financial condition.
- Provide three years of financial statements.
- Identify any conditions that may impede vendor's ability to complete the project (i.e.: bankruptcy, pending litigation, contract defaults, late project deliverables, planned office closures, impending mergers, etc.).
- Detail the company's experience in performing work of a similar nature to that

solicited in this RFP.

- Supply the number of law enforcement installs and size of each (population of community).
- Highlight participation in such work by the key personnel proposed for assignment to this project.

PROJECT UNDERSTANDING

This part of the Proposal shall contain a description of how the vendor intends to organize its approach to the project. The vendor should discuss how its software solution meets the County's requirement for a Law Enforcement Records Management System. The vendor shall relate how it perceives its role in carrying out the responsibilities required by the installation and training services. The vendor shall also provide examples of challenges encountered on similar engagements and discuss their approach in handling some of the specific challenges and opportunities it foresees for this project.

PROJECT STAFFING AND ORGANIZATION

This part shall identify key personnel who will be assigned to the **Brown County** project. An organization chart for the project shall be provided. The chart shall indicate how the vendor intends to structure the project effort, and identify the Project Director/Engagement Manager, Project Manager, Technical Team Members, Trainers, and all other key personnel.

The Project Director/Engagement Manager designated by the vendor shall have the overall responsibility to the County. The Project Manager shall have the responsibility for the day-to-day communications with the County, to coordinate the activities of the installation and implementation team, and to accomplish the scope of work within the contract budget and project schedule. **The Project Manager must have at least three (3) years of experience in administering project management services of the proposed software.** A resume of the Project Manager must be provided detailing the work history for the last five (5) years.

PROJECT WORK PLAN AND SCHEDULE

In this part, the vendor is requested to provide details of its methodology and implementation strategy along with a schedule for the performance of the tasks identified in Attachment A, Business Needs Assessment. The Work Plan shall take into consideration and identify the County resources the vendor feels will be required for a successful implementation. The County reserves the right to contract with a third party vendor and/or temporary staff to fulfill the implementation requirements. The Work Plan shall include a listing of anticipated deliverables and tasks. At a minimum, the Work Plan shall cover the following components:

1. Detailed Implementation Schedule
2. Recommended hardware, OS and DBMS platforms
3. Installation
4. Project Management effort
5. Project Scope Change Plan

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6. Phased Implementation Plan
 7. Risk Management Plan
 8. Configuration Management Plan
 9. Change Management Plan
 10. Business Process Reengineering Plan
 11. System Integration Plan
 12. Data Conversion Plan
 13. System Interface Plan
 14. Testing and Acceptance Plan
 15. Multi-level user and technical training programs
 16. Documentation effort and deliverables
 17. System deployment strategy and plan
 18. Post Implementation Support Plan

The vendor's Work Plan must state any facilities, data, and other requirements that the County will be expected to provide.

The Work Plan Schedule must be in Gantt chart format using Microsoft Project and clearly identify key milestones and include proposed responsibilities of the Project Manager and the County. The Work Plan must describe the vendor's program control methods for demonstrating vendor's performance, adherence to and control of the project schedule, and budget.

The Work Plan must describe the vendor's commitment of resources for Technical Team Members. This Team consists of the experts in the various modules of the proposed software for the County.

The vendor's Work Plan should list any specialized system personnel that would be required at the County to maintain and operate the proposed system.

The Project Work Plan and Schedule must include the time and resource commitment for testing and accepting the system components and configuration within the County's simulated production environment. The vendor must include the testing and acceptance plan(s) in the proposed Work Plan.

The Work Plan must include the vendor's recommended Training Plan for end users of the selected software and for IT staff responsible for ongoing system maintenance and support.

The Work Plan and Schedule must include the vendor's recommended Deployment Plan for converting from the testing environment to the "live mode" of operation. It must also include contingency plans for falling back to the old system should there be an unexpected problem with the new system.

The Work Plan must include a description of the vendor's post-implementation technical support programs. This must include the types of programs available, the hours and days of operation, and information on response time for urgent and non-urgent assistance requests.

SYSTEM DESCRIPTION AND FUNCTIONALITY

Provide a complete detailed description of the system being offered. This description shall be broken down by requirement as identified in Attachment A, Business Needs Assessment, at the end of this document.

Describe how the proposed system will meet the needs of Brown County.

Describe the ease of use using screen shots or any other method that will enable proposal evaluators to see how the system works

Show the process from beginning to end from in processing to discharge.

Show how the system will interact with other law enforcement requirements.

VIII. COST PROPOSAL

Provide a complete cost proposal with an overall total system cost and breakdown of individual module costs, professional services, licensing fees, annual maintenance rates, implementation costs, training costs, etc. Additional travel and related expenses will not be accepted and need to be built into the costs of your proposal. Cost proposals **MUST** be submitted using the provided Cost Sheet at Attachment B. Any supporting information shall be submitted as attachments to the Cost Sheet.

IX. SELECTION CRITERIA

All information submitted will be reviewed and scored by a Selection committee. Finalists will be selected from candidates meeting the minimum criteria and receiving the highest scores. Finalists *may* be scheduled to appear before an interview panel to go over their proposal and possibly demonstrate their system.

The Selection Committee shall be comprised of members from the Brown County Sheriff's Department, Brown County Information Services Department, Ashwaubenon Public Safety Department, De Pere Police Department, and the Public Safety Communications Department. The selection process will be facilitated by the Brown County Purchasing Department.

Proposals will be evaluated based on a weighted point system as identified below.

Specifications	Points
1. RFP Specifications All Being Met	5
2. Functional Requirements Being Met	30
3. Technical Requirements Being Met	20
4. Ease of Use	10
5. Support, Maintenance, System Manuals, and Training	15
6. Cost	15
7. References	5

Evaluation Factors: The evaluation factors to be used in proposal scoring are described below:

- RFP Specifications All Being Met: Proposals will be evaluated on the thoroughness of the proposal meeting the requirements outlined in the RFP.
- Functional Requirements Being Met: Proposals will be evaluated on the overall thoroughness of meeting the County's needs as identified in the Needs Assessment Document.
- Technical Requirements Being Met: Proposals will be evaluated on the overall thoroughness of meeting the County's needs as identified in the Needs Assessment Document.
- Ease of Use: Proposals will be evaluated based on ease of use by both the end user and IT staff.
- Support, Maintenance, System Manuals, and Training: Proposals will be evaluated based on the presented system support, maintenance, documentation, and approach to both end user and IT staff training.
- Cost: Proposals will be evaluated based on cost of software, annual maintenance implementation, licensing, project management services, and any other costs expected to implement the vendor solution as identified in this RFP.
- References will be chosen from the Customer List (Appendix C, Page 48) and will be evaluated based on overall satisfaction with the application, overall satisfaction with system support, and other relevant information they may share.

Final selection recommendation will be determined after review of information provided which may include interviews, software demonstrations, and check of references.

Proposing company is responsible to check Brown County website regularly for addenda.

X. Project Manager

The Brown County Project Manager for this project is:

Beth Rodgers
Management Information Coordinator-Public Safety

XI. State of Wisconsin Requirements

This contract shall be subject to the laws of the state of Wisconsin. In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s.51.01(5), Stats., sexual orientation as defined in s.111.32(13m), WI Stats, or national origin.

Brown County is an Equal Opportunity Employer.

XII. Contract Format

The awarded vendor's submitted proposal will become part of the contract with Brown County. Vendors shall submit a draft copy of their Software Maintenance Agreement and a Service Agreement for implementation, training, project management, and software installation. Brown

County reserves the right to negotiate final terms and conditions after a preferred vendor is selected.

XIII. Other.

All work shall conform to all applicable industry, federal, State and local laws, codes, ordinances, and standards.

Rejection of proposals: Brown County reserves the right to accept or reject any or all proposals and to waive any informality in proposals.

No vendor will be provided with financial and/or competitive vendor information on this proposal until after the award of contract has been made. To the extent possible, it is the intention of Brown County to withhold the contents of the proposal from public view until such times as competitive or bargaining reasons no longer require non-disclosure, in the opinion of Brown County. At that time, **all** proposals will be available for review in accordance with the Wisconsin Open Records Law. Brown County shall not be held liable for any claims arising from disclosure required under the Wisconsin Open Records Law.

Taxes: Brown County and its departments are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes.

XIV. Attachments:

- A. Business Needs Assessment (Pages 11 - 34)
- B. Cost Proposal Sheet (Pages 35 - 37)
- C. Reference Data Sheet (Page 38)
- D. Addendum Sheet (Page 39)
- E. Appeals (Page 40)
- F. Insurance Requirements (Page 41 – 42)
- G. Contract for Service (Page 43 – 49)

Attachment A
Business Needs Assessment
Project #1415



Law Enforcement Records Management System
Business Needs Assessment

Authors:

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Version:
1.6 07/23/2010

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I. Introduction to the LRMS Replacement Project

Purpose of the Business Needs Assessment

This document will be used to determine and document the business needs and technical requirements for a new Law Enforcement Records Management System (LRMS). It will include:

- A prioritized list of requirements designated as Needs vs. Wants for a new LRMS
- A description of the existing LRMS hardware, operating system, and database to assist in estimating data conversion level of effort
- A description of Brown County Information Services standard requirements for a new system
- A summary of the options for the decision whether Brown County should build this application in-house or purchase a software package

Project Definition

The LRMS Replacement Project entails determining if the system should be built in-house or purchased from a vendor, designing and building –or– selecting and purchasing a new LRMS application, installing it, configuring it to fit our operations, converting our current data to the new system, thoroughly testing the application, training system users, developing standard reports, and putting the application into production.

Project Justification

The current LRMS application owned by Brown County is at least 10 years old and we have communication from the software manufacturer (Motorola) that they are planning to phase it out. In addition, a new application would better meet our current and future needs – especially in the area of data sharing with all the law enforcement agencies within Brown County.

Project Scope

- Procure a new LRMS application that brings the user agencies as close to paperless as possible
- Install the new LRMS application on the Brown County network
- If necessary, install the client application(s) on appropriate PCs
- Establish access to the new system for all participating agencies and system users
- Establish system security that allows each agency to maintain their own data and the other agencies to have browse-only access to it
- Configure the LRMS application to fit our operations
- Convert data from the existing LRMS into the new one

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- Create the following interfaces:
 - From the Premier CAD system to the new LRMS for incident data and possibly geographic file data
 - From the Offender Management System to the new LRMS for inmate information. The OMS application is from Digital Solutions/Inmate Telephone, Inc. It is a web-based application utilizing an SQL database
 - From the Badger TraCS application to the new LRMS for traffic stop and accident information. Four agencies are storing their TraCS data on a centralized server on the Brown County network (in separate SQL databases). However, there are 2 more law enforcement agencies who store their TraCS data on a local server or PC on Access databases.
 - From VeriPic (evidence imaging system) to LRMS to view evidence photos
 - From the new LRMS to the WIJIS Justice Gateway
 - From Circuit Court system (DA Protect and/or CCAP) to the new LRMS
 - From TiPSS (municipal court application) to the new LRMS for case disposition information.
 - From LRMS to OJA for mandatory WIBRS or UCR reporting
 - The LRMS should have the ability to query the NEWPRS (Pawn application)
 - 2-way interface from the new LRMS to the County's employee scheduling system (Kronos)
 - The LRMS should have the ability to query and retrieve documents from one or more imaging systems
 - The LRMS should have ability to interface financial information with the County financial system (New World Logis)

 - Produce standard reports

 - Provide a means for system end-users to produce ad-hoc reports

 - Review all law enforcement records procedures that pertain to the system, do a workflow analysis, and make procedure changes where necessary to take advantage of the new system functionality, improve efficiency, and/or tighten data security

 - Establish a way to share data with other law enforcement agencies in Brown County

 - Test the application in real-life situations

 - Volume-test the application(s) to ensure efficiency with high volumes of data

Law Enforcement Agencies That Will Use this System

- Brown County Sheriff's Department
300 E. Walnut Street
PO Box 23600
Green Bay, WI 54305-3600

In addition to the Brown County law enforcement duties, the Sheriff's Department contracts with 4 villages to provide their Police coverage. These are the Village of Allouez, Village of Bellevue, Village of Howard, and Village of Suamico. The Village of Howard has a T1 connection to the Brown County network. However the other three contract villages use a VPN connection to the Brown County network.

- Village of Ashwaubenon Public Safety Department
2155 Holmgren Way
Ashwaubenon, WI 54304

Ashwaubenon's computer network is connected via a fiber optic cable connection to the Brown County network.

- City of De Pere Police Department
325 S. Broadway
De Pere, WI 54115

De Pere's computer network is connected to the Brown County network via a T1 connection.

- Village of Hobart/Town of Lawrence Police Department
2990 S. Pine Tree Road
Oneida, WI 54155

Hobart/Lawrence LRMS users connect to the Brown County network via a VPN connection.

- Village of Pulaski Police Department
421 S St Augustine Street
Pulaski, WI 54162

Pulaski LRMS users will connect to the Brown County network via a VPN connection.

- University of Wisconsin-Green Bay Public Safety Department
2420 Nicolet Drive
Instructional Services Building, Room 1024
Green Bay, WI 54311

UW-GB LRMS users connect to the Brown County network via a VPN connection.

Data Sharing Agencies

In addition to the agencies who will be users of this system, the following agencies have expressed interest in sharing law enforcement records information. Therefore, some means of data sharing should be established that could include system interfaces, browse-only access to each other's RMS systems, or some other means of mutual browse-only data access. The data sharing agencies are:

-
- Village of Denmark Police Department
 - City of Green Bay Police Department
 - Village of Wrightstown Police Department

System Users

- Brown County Sheriff's Department
- Brown County Public Safety Communications Department
- Ashwaubenon Public Safety Department
- De Pere Police Department
- Hobart/Lawrence Police Department
- Pulaski Police Department
- UW-Green Bay Public Safety Department
- Municipal Courts within Brown County

II. Requirements

Functional Needs

A functional requirement will be classified as a "Need" if:

- It is required by statute or legislative code
- It will enable Brown County's Information Services Dept to support the application without additional staff or making a change in core network infrastructure
- Lack of this function would increase the current work load
- It will increase work efficiencies and reduce the chance of errors
- It will increase safety or reduce risk
- It would provide opportunity for best practices in law enforcement record keeping
- It is included in the State/Federal requirements for data sharing

1. The system must provide means to perform the following functions:

- Incident Reporting
- Case Management
- Property and Evidence Management
- Warrants
- Arrest
- Juvenile Contact
- Crash Reporting
- Citation
- Field Contact
- Civil Process
- Protection Orders and Restraints
- Parking Tickets
- Master Indices for information such as Name, Vehicle, Property, Location, Agency, and Organization

-
- Analytical Support (Crime Reporting/Mapping, Tactical Analysis, Forecasting, etc.)
 - Reporting
 - System Administration such as user access, master index maintenance, code table maintenance, audit trail, etc.
 - Personnel
 - UCR or WIBRS reporting
2. The system must be able to handle at least 12 law enforcement agencies, with separate user security access for each. Each agency should have update capability on their own agency's data, and view-only access to the other agencies' data.
 3. We need the ability to restrict access to juvenile record information.
 4. The system must have the capacity to handle the volume of data required for record-keeping for a growing community with a population of approximately 250,000.
 5. End-user training must be provided by the software vendor and functional documentation provided.
 6. The system must provide the ability to establish various levels of user access based on roles, and must allow a specified system user to grant access and permissions.
 7. The system must be capable of interfacing with other systems.
 8. The system must comply with state and federal reporting requirements (Cleary Act and UCR/NIBRS)
 9. Data from the legacy system should be converted from May, 2003 to date of implementation.

Functional Wants

Priority	Category	Functional Want
1	General	We prefer, whenever possible, to follow the standards set forth in the Law Enforcement Information Technology Standards Council's <u>Standard Functional Specifications for Law Enforcement Records Management Systems Version II</u> . We highly recommend that vendors that respond to our RFP review this document. Here is the web address to access the document: http://www.leitsc.org/Files/LawEnforcementRMSv2.pdf
1	General	We want the system to provide means to perform the following functions: <ul style="list-style-type: none"> • Court Appearance and Transportation Scheduling • Equipment and Asset Management • Fleet Management • Citation Management
1	General	Automatic submission of data to external organizations
1	General	Use of authoritative standardized code tables
1	General	Ability to enter and query narratives/text fields
1	General	Spell-check and formatting capability on narratives/text fields
1	General	Ability to access multiple systems from a single RMS workstation
1	General	The LRMS should utilize a single database
1	General	All exchanges of data generated by the LRMS must conform with DOJ's NIEM standards
1	General	The LRMS should provide the capability of generating inquiries to internal and external data sources (such as NCIC) from within the LRMS
1	General	The LRMS should utilize standard NCIC codes
1	General	The LRMS should provide the user the ability to reuse and/or import data returned from external queries to eliminate redundant data entry
1	General	The LRMS should utilize a Service Oriented Architecture (SOA) so that all modules in the LRMS can utilize services
1	General	The LRMS must provide the ability to distinguish between mandatory and desired field entries
1	General	The LRMS should have an NCIC/TIME System interface for importation of data into any master indices
1	General	The LRMS should allow queries to be run on all fields including key words in narratives/text
1	General	If a separate program is utilized for field based reporting, it must provide for seamless integration with LRMS including automatically saving reports in progress to the LRMS Server to prevent data loss

Priority	Category	Functional Want
1	General	The LRMS in the mobile/remote locations must have all the same features available as the primary LRMS system (i.e. supplements, query, verification/query)
2	General	The LRMS should validate data entry
3	General	The LRMS should allow for the creation of timed alerts for follow up on entries as determined by user on a case by case basis
3	General	The LRMS should have a timed alert notice for follow-up contact or information as necessary
1	Master Indices	There should be a Master Index in the LRMS for each of the following: Name, Location, Vehicle, Property, Organization, Agency
1	Master Indices	The LRMS should allow the users to flag and un-flag records in the master indices and this should be tracked in the audit trail
1	Master Indices	The LRMS should support the validation and linking of addresses, commonplace names, and street intersections
1	Master Indices	The LRMS should allow query and retrieval by name, vehicle, location, organization, agency, and/or property and produce a comprehensive response displaying all related records in the system
1	Master Indices	The LRMS should allow the ability to search the name file by a variety of criteria such as sound-alike, phonetic replacement, diminutive first names, partial entry searches, and other static demographic information such as age, sex, and race
1	Master Indices	The LRMS should allow the ability to drill down into data that has been queried
1	Master Indices	The Master Name Index (MNI) should permit a record or report to be unlinked from one MNI and re-linked to another. Conversely, it should allow 2 or more MNI records to be merged
1	Master Indices	The LRMS must accommodate the need to control access to juvenile records and should separate juvenile name listings from adult listings
1	Master Indices	The LRMS should accommodate the need to control access to the records of adult expectant mothers and clearly identify that record
1	Master Indices	The Master Vehicle Index (MVI) should allow searches on: VIN or Owner Applied Number, license plate number, license plate state, license plate year, registered owner, description (make, model, color, style, and attributes)
1	Master Indices	The Master Property Index (MPI) should allow searches on: unique property characteristics such as make, model, brand, description, distinguishing characteristics, and serial number

Priority	Category	Functional Want
1	Master Indices	The Master Property Index should use industry property coding standards such as NCIC property codes
1	Master Indices	The Master Location Index (MLI) should provide a means to aggregate information throughout the LRMS based on a specific address, a range of addresses, an area, and/or locations based on latitude/longitude/altitude coordinates
1	Master Indices	The MLI should contain the following information: occupancy, elevation (e.g. floor), and premise type and should be based on UCR/IBR codes
1	Master Indices	The Master Organization Index (MOI) should hold historical locations and names for organizations as these may change over time.
1	Master Indices	The MOI should permit linking of aliases to organizations (e.g. M&M Associates doing business as Joe's Pawn Shop)
2	Master Indices	When searching on a name, it would be helpful to be able to optionally specify the contact agency
2	Master Indices	The Master Name Index should contain the following: physical description, race, ethnicity, location history, employer information, telephone numbers, email address, known associates, alias names, available photographs, scars/marks/ tattoos, modus operandi, identification numbers, NCIC fingerprint classification
2	Master Indices	The LRMS should allow for master index smart matching for purposes of merging duplicate indices and maintenance of indices system wide
2	Master Indices	Any property records entered through the LRMS should automatically cross-reference the MPI to find potential matches based on the unique property characteristics
1	Calls for Service	Calls for Service should be originated in CAD and populated into the LRMS as incidents
1	Incident Reporting	The LRMS should be an incident-based system; all additional entries can be created from the original incident
1	Incident Reporting	The LRMS should allow for extended narrative entries
1	Incident Reporting	The LRMS should allow supplemental narratives, photos, and reports to be appended to the record
1	Incident Reporting	Narratives should have spelling and grammar checks. Ideally, they should have auto correct/ auto formatting quick keys
1	Incident Reporting	Must allow for attachments to records (jpg, gif, bmp, wav, dss, mp3, pdf, etc.) as server space allows
1	Incident Reporting	The LRMS should perform master index verification/matching/selection
1	Incident Reporting	The LRMS should allow multiple users to edit/view the incident and supplementals concurrently whether the report is complete or not. The system should indicate the report writing status (complete/incomplete)

Priority	Category	Functional Want
1	Incident Reporting	The LRMS should allow supervisor to assign or re-assign incidents to any user
1	Incident Reporting	The LRMS should prevent non-administrative users from deleting a record. Appropriate user security levels should manage all deletions and the system should provide audit tracking of all deletions
1	Incident Reporting	The LRMS should allow the ability to print reports including the ability to redact information
1	Incident Reporting	The LRMS should support field-based reporting
1	Incident Reporting	Users should have the ability to review cases from squad computers or workstations
1	Incident Reporting	Supervisors should have the ability to review reports and then return them to the officer for further modification from any access point
2	Incident Reporting	The LRMS should have multi-jurisdictional recording of assisting officers/agencies
2	Incident Reporting	The LRMS should allow the ability to highlight mandatory fields without prohibiting saving the report
2	Incident Reporting	The LRMS should allow multiple-agency variances in establishing mandatory fields requirements, enabling or disabling validation rules, approvals or authorization, and routing
2	Incident Reporting	The LRMS should allow for internal and/or external routing without prohibiting access to incident
2	Incident Reporting	The LRMS should allow for various options for printing the report including the ability to print or redact various fields from the printed report
3	Incident Reporting	The LRMS should accept digital signatures via signature pads
1	Case Management	The LRMS should have the ability to create, modify, and fully track, monitor and query case assignments while maintaining an audit trail
1	Case Management	The LRMS should allow for submission through eReferral process to District Attorney IT program for adult and juvenile referrals
1	Case Management	The LRMS should allow the ability to track cases referred including maintaining prosecutor case number, charges recommended or filed, eReferral information and extended comments by case
1	Case Management	The LRMS should have the ability to link related cases
2	Case Management	The LRMS should have the ability to utilize solvability factors and allow for retrieval based on determined solvability ratios

Priority	Category	Functional Want
1	Property & Evidence Management	The LRMS should allow for query of the TIME system to check against property databases (NCIC) and also LRMS stolen property records to determine if the property has been reported as being stolen
2	Property & Evidence Management	Information about property and evidence must be linked to either a case file or a report that describes the circumstances under which the property was received
2	Property & Evidence Management	The LRMS should be able to track impounded and/or abandoned vehicles. We are currently handling this with a manual process. If vehicles are not claimed, they are scrapped so LRMS must also handle records for destruction of the property
2	Property & Evidence Management	At a minimum, the following Property/ Evidence information should be tracked in LRMS: historical information about the custody and control, current status, current location, descriptive information about the property, date/time received, reason for impoundment, category of the item, serial number, make, model, VIN, License Number, condition, owner information, estimated date of release, disposition
2	Property & Evidence Management	Vehicles should be checked against MVI and state and federal repositories
2	Property & Evidence Management	The system should generate automatic alerts when property is eligible for release, sale, or destruction
2	Property & Evidence Management	The LRMS should utilize or interface with a bar coding system
2	Property & Evidence Management	The data in Property & Evidence should be searchable by incident, category, current location, owner, disposal, item description
3	Property & Evidence Management	The LRMS should produce property receipts
1	Warrants	The LRMS should track warrants that the agency will be serving and indicate the physical location of the warrant
1	Warrants	The LRMS should track and record any warrant-related activity or status changes
1	Warrants	At a minimum, the following information should be tracked in LRMS: type of activity, contact with the subject, date of the activity, result of the activity, officer, cancelation date, cancelation reason, cancelation authority
1	Warrants	The LRMS should be able to create a warrant affidavit requesting that the court issue a warrant
1	Warrants	The LRMS system should update the appropriate warrant system according to WI TIME system policy and procedures
2	Warrants	The LRMS should allow for the creation of an arrest event upon cancelation of agency warrants

Priority	Category	Functional Want
2	Warrants	The LRMS should allow warrants to be stored/archived
1	Arrest	The LRMS must provide the capability to print the arrest report
1	Arrest	The arrest module should track at a minimum: issuing officer, date/time, location, various UCR required elements, mandatory racial profiling information, name, personal identifiers, associated vehicles and plate numbers, citation and statute, court date/time, fine/forfeiture
1	Arrest	The arrest module should allow attachments to the arrest record
1	Juvenile Contact	The LRMS must conform to legal requirements that specifically define privacy protections for juvenile records as defined in WI statute 48.396
2	Juvenile Contact	The LRMS should allow the entry of parent/guardian information and maintain a parent/guardian association to a juvenile
2	Juvenile Contact	The LRMS should allow for the creation of an arrest event upon cancelation of agency juvenile runaway
2	Booking	All bookings in the county are handled at the County Jail. The LRMS system must interface with the Jail's OMS application to obtain the following information: Name, alias, booking date, facility (main jail, work release center, juvenile), demographic information, admission type (adult/juvenile), date prints taken, arresting agency, identification numbers, physical description, address/phone, jail housing, pending court dates, case information (offense date, statute, offense description, offense degree, bond amt, discharge date, sentencing effective date, sentence, projected release date), mug shots, mandatory racial profiling information
1	Crash Reporting	The LRMS should accept Crash Report data from the Badger TraCS system and auto-populate crash data into the LRMS crash report module
1	Crash Reporting	The LRMS should validate the address on Crash Reports against the Master Location Index and conform to Model Minimum Uniform Crash Criteria (MMUCC)
1	Crash Reporting	The LRMS should validate the name on Crash Reports against the Master Name Index and then auto-populate the pertinent person information in the Crash Report module to eliminate redundant data entry
1	Crash Reporting	Vehicles involved in crashes should be validated against the Master Vehicle Index
1	Crash Reporting	LRMS should link Crash Reports to an Incident
1	Crash Reporting	LRMS should allow linking of multiple accident reports
2	Crash Reporting	It would be helpful to have the option to see accident locations plotted on a map

Priority	Category	Functional Want
2	Crash Reporting	The LRMS should allow the attachment of documents/files to the crash report
3	Crash Reporting	The LRMS should provide an additional space for notes to be entered in addition to the narrative that will be imported from TraCS
1	Citations	The LRMS should accept Citations from the Badger TraCS system and auto-populate the data into the Citations module
1	Citations	Addresses should be validated against the Master Location Index
1	Citations	Names should be validated against the Master Name Index and pertinent information (such as address history) should be auto-populated in the citation module to eliminate redundant data entry
1	Citations	An interface between the LRMS and the appropriate court system(s) should populate the disposition information in LRMS
1	Citations	Warnings should be tracked in LRMS similar to Citations
1	Citations	Mandatory racial profiling information must be tracked on Citations and Warnings
1	Field Contact	LRMS should validate the names against the Master Name Index and pre-fill the pertinent information in the field contact module
1	Field Contact	If a vehicle is involved in a Field Contact, LRMS should validate it against the Master Vehicle Index
2	Field Contact	Field contacts should not be subject to the same stringent review and approval process as incident reports
3	Field Contact	Mandatory racial profiling information must be tracked on Field Contacts
3	Pawn	The LRMS should compare pawn data with lost or stolen property, both internal to the LRMS and external systems (NEWPRS)
3	Pawn	Pawn data in LRMS should be compared to data in the Property and Evidence module
3	Pawn	Pawn data in LRMS should follow the NCIC property standards
1	Civil Process	The Civil Process module should track attempts to serve, orders served, move outs, seized property, billing, and disposition of the seized property (including Sheriff sales)
1	Civil Process	The LRMS should generate a affidavit of service to the court upon successful service or expiration of the order
1	Civil Process	The LRMS should validate names against the Master Name Index and pre-fill pertinent information in the Civil Process module
1	Civil Process	The LRMS should validate addresses against the Master Location index and provide pertinent information to the serving officer such as incidents at that address

Priority	Category	Functional Want
1	Civil Process	Move-outs are supervised evictions and these need to be tracked and billed through the LRMS
1	Civil Process	The LRMS should provide the ability to charge for serving executions
1	Civil Process	The LRMS should provide ample space for narratives on service attempts
1	Civil Process	The Civil Process module should handle accounting functions for the civil process functions including drawer balance sheets and deposit totals
1	Civil Process	The LRMS should manage the records for Sheriff sales of seized property and be able to produce reports of the sales data
2	Civil Process	The LRMS should interface with the Jail OMS application to provide the serving officer with case information, booking history, and mug shots of the individual being served
3	Civil Process	The accounting for civil process should interface with the County's financial system (New World Logis system)
1	Protection Orders & Restraints	The LRMS should track protection orders and restraints, including anti-harassment orders and no-contact orders
1	Protection Orders & Restraints	All parties named in the orders and their relationship to the order must be stored in the LRMS
1	Protection Orders & Restraints	The LRMS should validate names against the Master Name Index and pre-fill pertinent information in order to eliminate duplicate data entry
1	Protection Orders & Restraints	The LRMS should produce reports that show Expired/Soon to be Expired Orders, Active Orders, Orders that Have Been Served, Orders Received by Source, Cancelled Orders, No Trespass Orders
1	Protection Orders & Restraints	The LRMS should interface with state, regional, and/or national protection Order registry
3	Protection Orders & Restraints	The LRMS should interface with the Jail OMS application to show pertinent information regarding the parties named in the orders including case information, booking history, and mug shots of the individuals
2	Equipment & Asset Management	The LRMS should allow tracking and check-in/check-out of equipment and log all activity
2	Equipment & Asset Management	The LRMS should track equipment history including prior locations and repair history
2	Equipment & Asset Management	The LRMS should produce reports including receipts, Lost/Stolen/Destroyed items, Inventory Exception Reports, and Physical Inventory Reports based on varying search criteria
2	Equipment & Asset Management	The LRMS equipment management should follow BJA standards

Priority	Category	Functional Want
2	Equipment and Asset Management	The LRMS should also allow for tracking information regarding K-9s
2	Equipment and Asset Management	The LRMS should track rabies vaccination information for K-9s and produce reports for the Health Department
3	Equipment & Asset Management	The LRMS should work with bar code scanners for tracking inventory
3	Equipment & Asset Management	When equipment is decommissioned or permanently taken out of service, the LRMS should produce reports for Fixed Assets tracking or it should interface with the Financial Fixed Assets system (New World Logis) to report the decommission to the County Administration Department
2	Fleet Management	The LRMS should track fleet maintenance, damage reporting, fleet disposal, fleet equipment and repair costs, parts inventory and warranties for all law enforcement vehicles including automobiles, motorcycles, trucks, boats, snowmobiles, etc
2	Fleet Management	The LRMS must separate the fleet management functions by law enforcement agency
2	Fleet Management	The LRMS should route repair requests to the proper personnel
1	Personnel	The LRMS should allow for tracking basic personnel information, health maintenance requirements for duty status, assignments, and training and certification information
1	Personnel	The LRMS must separate the personnel functions for each law enforcement agency
1	Personnel	The LRMS should follow BJA standards in regards to personnel information
1	Personnel	The LRMS should produce reports including Personnel summaries based on varying search criteria, personnel detail, training and certifications scheduling, pending certification and skill expiration, health maintenance requirements for duty status
3	Personnel	The LRMS should interface with the County's Kronos scheduling system
2	Analytical Support	Administrative analysis should provide information to support administrative decisions related to resource allocation and to support budget requests and decisions
2	Analytical Support	The LRMS should handle the following analytical processes: tactical analysis, forecasting analysis, administrative analysis, and strategic analysis
2	Analytical Support	Tactical analysis from LRMS should provide crime trend reports to identify specific policing problems
2	Analytical Support	Strategic analysis from LRMS should provide long range crime trend reports plus geographic, economic, social, and/or other types of general information

Priority	Category	Functional Want
2	Analytical Support	The LRMS should support the ability to aggregate data on various indicators including: current period vs. previous period, current period vs. historical average, percentage of total crimes for period by beats, shifts, etc
2	Analytical Support	The LRMS should allow the users to easily map crimes based on simple queries such as any master index, location, incident type, UCR/IBR crime type, date ranges, etc
2	Analytical Support	The LRMS should be capable of interfacing/exporting data to the County/City GIS systems for advanced analysis and crime mapping needs
3	Analytical Support	Forecasting analysis from LRMS should predict crime trends using a combination of tactical, strategic, and administrative analysis and merging multiple sets of data
1	RMS Reports	The LRMS should support the following reporting: aggregate, ad-hoc and standardized
1	RMS Reports	Users must be able to query, retrieve, and display information in a variety of ways. They should be able to run standardized reports or ad-hoc reports
1	RMS Reports	The LRMS should include the ability to query all data fields including key words in narratives/ text fields
1	RMS Reports	Aggregate agency-wide reporting should be possible to associate data in a variety of ways and among a number of different tables or fields including warrants, incident reports, crash data, weapons data, etc
1	RMS Reports	The LRMS should come with a wide variety of standardized reports. These reports should be available to copy and modify as needed
1	RMS Reports	The LRMS should include a reporting tool to create custom reports without any knowledge of SQL. This reporting tool may be provided using a third-party solution. It may be embedded in the application or run as a stand-alone function. There must be a way to secure the users from reporting on any data that they are not allowed to view through the application security. The security restrictions should apply across platforms to all tools and applications
1	RMS Reports	Users should be able to save queries, reports, or data models in a shared repository that can be accessed by all reporting users.
1	RMS Reports	The users should be able to schedule reports to run automatically and deliver the reports via e-mail
1	RMS Reports	The LRMS should allow data exports into Microsoft Office products such as Excel or Access including the cut/paste functionality

Priority	Category	Functional Want
2	RMS Reports	The LRMS should allow queries launched from other applications and return the results data to that other application. An example would be Motorola's Premier MDC application
3	RMS Reports	The LRMS should include the ability to obtain and report on data entry statistics for administrative management
1	RMS System Administration	The LRMS system administration should include the following functions: security, table maintenance, data management, geofile maintenance, system configuration, data quality, and warrant and other validation
1	RMS System Administration (Data Mgmt)	The LRMS should allow data management functions such as: record expungement, sealing, and purging, data redaction
1	RMS System Administration (Data Mgmt)	If a third-party reporting tool is provided, the LRMS should provide a data dictionary to allow end users to access the database tables
1	RMS System Administration (Data Mgmt)	For record sealing/purging functions, the LRMS should allow users to flag all or part of a record and to apply a reason or comment
1	RMS System Administration (Data Mgmt)	For expungement, the LRMS should delete all or part of the record from the database, and maintain an audit trail of the deletion
2	RMS System Administration (Data Mgmt)	For redactions, standardized reports should have redaction capability for public release
1	RMS System Administration (Geofile)	The new LRMS should support ArcGIS data formats in order to interface either with the CAD geofile or with the County Land Information Office geofiles
1	RMS System Administration (Security)	The LRMS Security should allow tiered access to information based on roles. System access must be based on unique user-id and password
1	RMS System Administration (Security)	It would be highly preferred if the user security maintenance could be handled in a decentralized fashion, with each agency responsible for maintaining their user's access
1	RMS System Administration (Security)	For data sharing between agencies, there should be a capability to set privacy and sensitivity at several levels. Examples of the levels could be: 1) All data may be shared 2) Conditional Shared. System should provide the capability for data contributors to indicate specific elements that can be shared. 3) Not shared. Hit sends back notice to originating agency that a record exists but it is not shared
1	RMS System Administration (Security)	Should include the ability to apply privacy constraints at a data elements level based on business rules. For example, if the case involves a juvenile, elements marked private are not sharable

Priority	Category	Functional Want
1	RMS System Administration (Security)	Should provide the ability to restrict access to records internally based on user security groups
1	RMS System Administration (Security)	Audit logs should indicate all personnel who have accessed and/or modified a record and easily accessible at agency administration security level.
1	RMS System Administration (Table Maint)	The LRMS should allow each agency to define and maintain code lists and associated literals for as many data elements as possible
1	RMS System Administration (Table Maint)	The LRMS should allow imports of data to the code tables (from Excel, Access, etc)
1	Interfaces (CAD)	The CAD Interface should send the following types of data from CAD to LRMS: Event Records, Comments, Man Power Information, Unit Summary. The Premier CAD application uses a tool called UDT (Universal Data Transfer) which is SQL based and uses SQL triggers to follow changes. The LRMS should accept data from the UDT interface. The data formats UDT can send in are SQL or Text
1	Interfaces (Jail)	The Jail Interface will need to accept data from the Digital Solutions Inc. application called Offender Management System (OMS). OMS is SQL based. The data to be sent from OMS to LRMS includes Inmate Name, alias, and descriptive information such as gender, sex, age, race, physical description; Inmate address information; and Booking information such as adult/juvenile, arresting agency, offense information, court dates/times, release dates, and mug shots
1	Interfaces (TIME)	WI TIME System interface should meet all requirements set in the CJIS Security Policy document. This document will be provided upon vendor selection
1	Interfaces (TIME)	The TIME interface should populate data fields within LRMS for reduction of data entry/duplicate data entry
1	Interfaces (TIME)	The interface should allow the ability to query the data in TIME system and then transfer the data to LRMS
1	Interfaces (TraCS)	Badger TraCS interface should send all data from TraCS forms to LRMS. This must include at a minimum electronic citations, warnings, and crash reports including narratives
2	Interfaces (TiPSS)	Most of the municipal courts in Brown County use the TiPSS system. The TiPSS interface should send disposition data from TiPSS to LRMS such as plea, finding, finding date, forfeitures, ordinance number, adopting state statute, and notes

Priority	Category	Functional Want
2	Interfaces (WI CCAP)	The LRMS should interface with WI CCAP case management system for the purposes of receiving disposition information (dispositions, forfeitures, sentences) resulting from traffic citations and eReferrals for adult and juvenile cases
1	Interfaces (Mobile)	If the LRMS application isn't available to officers in their squads, a mobile interface will need to be developed. The Mobile interface would need to do one of 3 things: 1. Allow the Premier MDC product to run queries against the LRMS database 2. Provide a new mobile client to query CAD and LRMS, or 3. Provide a separate client to query LRMS and we would continue to use PMDC to query CAD.
3	Interfaces (Scheduling)	The LRMS should interface with the County's scheduling system (Kronos) for officer availability for case assignment
3	Interfaces (Evidence Photos)	The LRMS should interface with VeriPic to allow viewing of evidence photos
3	Interfaces (Imaging System)	The LRMS should interface with external imaging systems for viewing scanned documents. If possible, it should interface with multiple imaging systems since each agency may have a separate imaging system.
3	Interfaces (Financial)	The LRMS should interface with the County's financial system (New World Logis) for accounting information such as parking tickets, fixed assets, and miscellaneous billing.
3	Courts	We need a way to schedule inmate transportation from the Main Jail to the Courthouse. This might be accomplished in the OMS or the LRMS.
1	Courts	For Federal Safekeepers, we need an alert because they cannot be transported without a writ. This might be accomplished in the OMS or the LRMS.
2	Courts	Need to generate daily court schedule reports for specified days. This might be accomplished in the OMS or the LRMS.
2	Parking Tickets	The LRMS should track parking tickets and handle billing and payment functions. This system should interface with the State DOT TVRP program
2	Parking Tickets	The LRMS must comply with the requirements as set forth in WI Statute 345.28 and WI Admin Code TRANS 128
3	Misc Billing and Receipting	The LRMS should offer a way to track miscellaneous billing such as alarm, photocopy fees, fingerprinting, and animal control charges
3	Permit/Licensing	The LRMS should have the ability to issue permits/licenses for special events, bicycles, alarms, etc

III. Technical Requirements

A technical requirement will be classified as a “Need” if:

- It will enable Brown County’s Information Service Dept to support the application without additional staff.
- It will ensure the Brown County network is not left vulnerable to hackers, malicious code, or other threats.
- It provides proper opportunity for backup and recovery of the system and the data.

Technical Needs

1. The application will use the Windows Operating system (Windows 7 or higher version for clients, Windows Server 2008 or higher for the server).
2. The application will use SQL Server database version 2008 or higher.
3. 24/7 Support will be provided similar to this model:
Severity Level 1 - Total system failure (system is not functioning)
Response Time = Telephone response within 15 minutes, actively working on the problem within 1/2 hour

Severity Level 2 - Critical system failure (1 or more functions not working but basic operations can continue)
Response Time = Telephone conference within 2 hours, someone actively working on the problem within 4 hours of the telephone conference

Severity Level 3 - Inconvenience (the system causes a minor disruption in the way that functions are performed but it does not stop workflow)
Response Time = telephone conference within 24 hours, resolution within 1 week
4. The system must provide security to deter vulnerability to hackers, malicious code, or other threats.
5. Technical Support training for Brown County Information Services staff and technical documentation manuals will be provided.
6. The application must run on VMware ESX 4.
7. The application code must be free from backdoors, Easter eggs or similar type of programming that is not necessary for the application to work properly.

Technical Wants

Priority	Category	Technical Want
1	Application Environments	The LRMS should provide separate Production and Test environments and databases
1	Architecture	The application can run on a virtual server
1	Architecture	The application should be web based with no client desktop software
1	Architecture	The application should run in a Windows Server 2008 64 bit environment
1	Operating System	The client should be compatible with the Windows 7 operating system (or higher) and Windows Server 2008
1	Risk	The source code for the application software, together with the related documentation, will be deposited in an escrow account maintained at a suitable Agent. In the event that the vendor discontinues business operations, the customer will take ownership of the source code and related documentation.
1	Security	The application should log-off inactive users after a specified time period of inactivity
1	User Licensing	Concurrent user licensing that does not require multiple licenses for a single person using multiple application modules or occurrences
1	Warranty	Successful completion of User Acceptance will commence the warranty service period
1	Web Browser	If web based, the application should run on Microsoft Internet Explorer version 8 or higher
2	Application Maturity	A minimum of 5 existing customers running the same version of the application for at least 6 months
2	Auditing	The system should provide the ability to maintain audits and audit tracking for all fields, records, and documents and send copies of audits to an external appliance
2	Ease of Use	Import/export data from Microsoft Office Suite v2007 or higher (Access, Excel, etc.) as well as Adobe Acrobat.
2	Ease of Use	The application should provide the ability to tailor screens including hiding unused fields, modifying field labels, or adding user-defined fields
2	Performance	Acceptable performance in volume testing including on-line response times of 3 seconds or less, on-line query response times of 10 seconds or less, and reports produced within 2 minutes.
2	Security	The application should have the ability to verify user credentials at Active Directory or application level on a per user basis.
2	Security	The application should log unsuccessful login attempts
3	Security	Security updates provided within 30 days of all Microsoft releases.

Priority	Category	Technical Want
3	Project Management	A single project manager dedicated to Brown County's project should be provided. This person's credentials require approval by Brown County.

IV. New LRMS System Opportunities

This project will enable us to have a seamless system that will enable record sharing with other systems and other law enforcement agencies within Brown County. The data sharing between agencies should be browse only. We are open to suggestions from the software vendor about how this sharing can take place. The solution might be system interfaces, access to each other's RMS applications, or some other idea.

The project will also enable us to eliminate some 3rd party and in-house developed systems which could lower operating costs and/or simplify systems support.

V. Current Systems and Architecture

Current LRMS Application

This information is provided to assist in estimating the level of effort that will be required in converting historical data from the legacy LRMS application.

The current LRMS used in Brown County is Motorola's Infotrak LRMS.

The system runs on 3 physical servers, one for LRMS, one for their web-based version of LRMS (called Infotrak Investigative Query or IIQ), and one for reporting.

It is a Windows-based (Windows Server version 2003), client-server application. The database is Microsoft SQL Server version 2000.

VI. Options - Build or Buy

In order to be responsive to our constituents both fiscally and in providing the best practices in law enforcement including multi-jurisdictional cooperation, it is necessary that during this process all options are examined. As outlined earlier in this document the county has three options:

1. Design, build, and maintain a new LRMS in-house from scratch
2. Arrange an agreement with a municipality to use, and modify an in-house developed application to fit our needs
3. Purchase a new LRMS from an experienced software vendor that specializes in public safety systems

Generally the strategic direction of the Brown County Information Services Department regarding the build vs. buy decision for software applications is to purchase applications whenever possible. This has generally been the best business practice for the following reasons:

-
- Quickest implementation time
 - Provides greater software expertise
 - Availability of 24/7 support

In regards to a municipally developed in-house application, any municipality with a suitable application will need to respond to this RFP if they desire to pursue this opportunity. The county will be bound to evaluate their response and score it with any other vendor responses.

Attachment B
Cost Proposal
Project #1415

The vendor shall include a brief description of the software pricing methodology (license cost per seat, per named user, per module, per server, per site/organization, yearly maintenance costs, etc. and attach the information to this cost worksheet).

Software Costs

<u>Module</u>	<u>One Time Cost</u>	<u>Annual Maintenance</u>			
		<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Integration Services

<u>Module</u>	<u>Estimated Hours</u>	<u>Rate Per Hour</u>	<u>Total Estimated Costs</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Professional Services

<u>Project Role</u>	<u>Position</u>	<u>Estimated Hours</u>	<u>Estimated Total</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Other Costs Not Captured Above

<u>Item</u>	<u>Description</u>	<u>Cost</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Cost Summary

Total Software _____

Total Maintenance 1st year _____

Total Integration Services _____

Total Professional Services _____

Total Other Costs _____

Grand Total (Not to be exceeded) _____

Attachment C
Reference Data Sheet
Project #1415

For Vendor:

Provide a list of all active and inactive customers that have used your Law Enforcement Records Management System (same version as proposed) for the last 2 years. Include the following information:

- Facility Name
- Date of Implementation
- Date of Decommission (if applicable)
- Population of the Community Served
- Address
- Telephone
- Contact Person

Attachment D
Addendum Acknowledgement
PROJECT #1415

The undersigned acknowledges receipt of the following addendum:

Addendum #1 _____ Initials _____

Addendum #2 _____ Initials _____

Addendum #3 _____ Initials _____

Addendum #4 _____ Initials _____

Addendum #5 _____ Initials _____

The undersigned agrees with the following statement:

I have examined and carefully prepared the proposal from the requirements and specifications and have checked the same in detail before submitting the proposal to Brown County.

Name _____

Signature _____ Date _____

All vendors are responsible to check for addendas, posted on our website at <http://www.co.brown.wi.us/administration/Purchasing/Bids%20&%20RFPs/Bids&RFP's.htm>, for this project prior to the due date. No notification will be sent when addendas are posted unless there is an addendum within three (3) business days of RFP due date.

All vendors receiving initial notification of project and those who register as downloading the project off our website will be notified, by Brown County, of all addendas issued with-in three (3) business days prior to due date. If the RFP has already been submitted, vendor is required to acknowledge receipt of addendum via fax or e-mail prior to due date. New RFP must be submitted by vendor if addendum affects costs.

Vendor's that do not have internet access are responsible to contact our Purchasing Department at 920-448-4039 to ensure receipt of addenda issued.

RFP's that do not acknowledge addendas may be rejected.

All proposals submitted will be sealed. Envelopes are to be clearly marked with required information. Sealed proposals that are opened by mistake due to inadequate markings on the outside may be rejected and returned to the vendor.

Attachment E
Appeals
Project #1415

To: Vendors
RE: Brown County Appeals process

An appeal refers to a written request from a vendor for reconsideration of vendor selection on either a bid, quote or proposal.

Appeals may be submitted for the following purchases:

- a) the item is a public work project bid under Section 66.0901 and 59.52 (29) of the Wisconsin Statutes, or
- b) the item price is \$5000 or more or the total order is \$10,000 or more, and
- c) vendor selection was based on factual errors, or
- d) the lowest price vendor was not selected, or
- e) failure by the county or its agents to adhere to the county's policies and procedures or other legal requirements.

Appeals shall be submitted in writing and should specify the factual error or policy, procedure, or other legal requirement which has been violated. Vendor appeals are to be submitted to the Internal Auditor within seventy-two (72) hours of receipt of rejection letter. Appeals not containing the necessary information or not filed on a timely basis shall be rejected by the Internal Auditor.

Submit to: Brown County Internal Auditor
P.O. Box 23600
Green Bay, WI. 54305-3600.

Attachment F
Insurance Requirements
Project #1415

Hold Harmless

Vendor hereby agrees to release, indemnify, defend and hold harmless Brown County, their officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney's fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, resulting from or arising out of the performance under this agreement by contractor, its officers, officials, employees, agent or assigns. Brown County does not waive, and specifically reserves, its right to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes.

Insurance Requirements

Vendor, Contractor, Tenant, Provider, Organization or other (will be referred as Contractor) shall provide and maintain at its own expense during the term of their agreement, the following insurance policies covering its operations hereunder are minimum requirements. Such insurance shall be provided on a primary basis by insurer(s) financially solvent and authorized to conduct business in the State of Wisconsin.

The Contractor shall not commence work under this contract until all insurance required under this paragraph is obtained and such insurance has been approved by a County representative, nor shall any Outside Contractor allow subcontractors to commence work on their subcontract until all similar insurance requirements have been obtained and approved by a County representative. Notwithstanding any provisions of this section, and for purposes of this agreement, contractor acknowledges that its potential liability is not limited to the amounts of insurance coverage it maintains nor to the limits required herein.

(1) Worker's Compensation Insurance and Employers Liability.

State Statutory workers' compensation Limits Employer Liability, \$100,000 each accident.

(2) Comprehensive General Liability (Occurrence Form).

- Products and Completed Operations
- Personal Injury and Advertising Liability
- Independent Contractors/Protective

Limits of Insurance \$1,000,000 per occurrence \$1,000,000 aggregate

(3) Business Automobile Liability. Business Automobile Liability covering all owned, hired, and non-owned vehicles. Limits of Insurance \$1,000,000 per occurrence for bodily injury and property damage.

(4) Excess/Umbrella Liability.

Limit of Insurance \$1,000,000 per occurrence

Additional Insured

The Contractor agrees that the Comprehensive General Liability and Business Automobile Liability insurance policies shall be endorsed to name Brown County as additional insured's with respects to: liability arising out of activities performed by or on behalf of the vendor/contractor: products and completed operations of vendor/contractor; premises owned, occupied or used by vendor; or automobiles owned, leased, hired or borrowed by vendor. The coverage shall contain no special limitations on the scope of protection to the County.

Adjustments to Insurance Coverage

The limits of liability as set forth herein shall be periodically reviewed and adjustments made so as to provide insurance coverage in keeping with increases in the Consumer Price Index and what is deemed to be prudent and reasonable by the County or its representatives. In the event that the County determines that the limits need to be adjusted at sometime after the initial term of the contract, the County shall give notice

to the contractor in writing of the new limits and the Contractor shall make such adjustments to its insurance coverage within 60 day of such notice.

Subcontractor

Subcontractors of the Outside Contractor shall also be in compliance with these requirements, including but not limited to, the submittal of a Certificate of Insurance that meet the same requirement outlined for the Outside Contractor.

Wavier of Subrogation

Insurers shall waive all subrogation rights against Brown County on all policies required under this requirement.

Cancellation Notice

Brown County will be given 30 days notice in advance of cancellation, non-renewal, or material change in coverage.

Proof of Insurance

A valid Certificate of Insurance shall be issued to “Brown County” prior to commencement of work and meeting the requirements listed to avoid any interruption of normal business services and transactions. Certificates must bear the signature of the insurer’s authorized representative. The insurance certificate must be issued by companies licensed to do business in the State of Wisconsin or signed by an agent by the State of Wisconsin.

The certificates of insurance shall include a provision prohibiting cancellation of said policies except upon 30 days prior written notice to the County. The certificates of insurance shall include reference to the contract name or RFP number in the description section of the certificate.

The certificate of insurance will be delivered to Brown County prior to the execution of the contract.

Brown County
Department of Administration
P.O. Box 23600
305 E. Walnut Street
Green Bay, WI 54305-23600

Questions

If any of the insurance requirements cannot be met, please contact the Brown County Risk Manager to explain what coverage’s you are unable to obtain on your policy. Please provide information on what contracts you are bidding on or currently hired to work on.

Special considerations will be given if the required amounts cannot be met. This will only take place after an insurance waiver form is completed.

**** Brown County shall be named as an additional insured with respects to liability coverage’s other than professional liability and will be given 30 days notice in advance of cancellation, non-renewal, or material change in coverage. A certificate of insurance evidencing such coverage’s shall be placed on file with the County prior to commencement of work under this contract. ****

Attachment G
Contract for Service
Project #1415



CONTRACT FOR SERVICE

Last Revision Date: 6/30/2010

Service Description: Providing Law Enforcement Records Management System

Time of Performance:

Total Amount of Contract:

The parties to this CONTRACT are. (hereinafter referred to as the "CONTRACTOR"), and Brown County (hereinafter referred to as the "OWNER").

Performance and schedules will be approved by: OWNER

Work shall commence in accordance with the terms and conditions of this Contract after the CONTRACTOR has executed the Contract, and (a) Has been notified in writing to commence the Performance of Services, or (b) has received from the OWNER an original of the Contract that is complete and fully executed.

In reliance on the CONTRACTOR'S representations as being capable, experienced and qualified to undertake and personally perform those services as are required in accomplishing the fulfillment of the obligations under the terms and conditions of this Contract, the OWNER agrees to engage the CONTRACTOR as an independent contractor and not as an employee of the OWNER to perform those services, all in accordance with the terms and conditions of this Contract.

I. REQUIREMENTS: The CONTRACTOR is required to

- A. Do, perform, and carry out in a satisfactory, timely, and proper manner the services delineated in this Contract.
- B. Comply with requirements listed with respect to reporting on progress of the services, additional approvals required, and other matters relating to the performance of the services.
- C. Comply with time schedules and payment terms.

II. SCOPE OF SERVICES:

CONTRACTOR and its subcontractors agree to fulfill all obligations as described in OWNER'S RFP #1415

III. SPECIFIC CONDITIONS OF PAYMENT: Payment will be made within thirty (30) days after receipt of a properly documented invoice, but only if completion is satisfactory:

IV. REPORTS:

- A. The CONTRACTOR agrees to timely submit reports as may be required by the OWNER.
- B. All reports, studies, analyses, memoranda and related data and material developed during the performance of this Contract shall be submitted to and be the exclusive property of the

OWNER, which shall have the right to use them for any purpose without any further compensation to the CONTRACTOR. All of the documents and materials prepared or assembled by the CONTRACTOR under this Contract will not be made available to any individual, agency, public body or organization other than the OWNER.

C. The documents and materials prepared in whole or in part under this Contract shall not be made the subject of any report, book, writing or oral dissertation by the CONTRACTOR. If this Contract is terminated, all finished or unfinished documents or materials prepared under this Contract shall be immediately transmitted to the OWNER upon termination.

V. TIME OF PERFORMANCE: The services to be performed under this Contract are to be undertaken and completed in such sequence as to assure expeditious completion in light of the purpose of this Contract, but in any event all of the services required hereunder shall be completed as indicated on Page 1 under "Time of Performance," which is the termination date of this Contract. In addition to all other remedies available to the OWNER, should the Contract not be completed by the date specified, the CONTRACTOR shall continue to be obligated thereafter to fulfill CONTRACTOR'S responsibility to complete the services and to execute any necessary amendments to this CONTRACT.

VI. CONDITIONS OF PERFORMANCE AND COMPENSATION:

A. **Performance** - The CONTRACTOR agrees that its work shall conform to such recognized high professional standards as are prevalent in this field of endeavor and like services.

B. **Place of Performance** – The OWNER shall determine the place or places where services shall be provided by the CONTRACTOR.

C. **Compensation** - The OWNER agrees to pay, subject to the contingencies herein, and the CONTRACTOR agrees to accept for the satisfactory performance of the services under this Contract, the rates as indicated on the attached unit pricing sheets. Compensation for services provided under this Contract is contingent upon the approval process set forth in Section III., Specific Conditions of Payment. Section 66.0135, Wisconsin Statutes will apply to any late payments by the OWNER, except as provided by Section XXII.

D. **Taxes, Social Security and Government Reporting** - Personal income tax payments, social security contributions and all other governmental reporting and contributions as a consequence of the CONTRACTOR receiving payment under this Contract shall be the sole responsibility of the CONTRACTOR.

E. **Subcontracting** - The CONTRACTOR shall not subcontract for the performance of any of the services herein set forth without prior written approval obtained from the OWNER. If any work or service is subcontracted, it shall be specified by written contract or agreement and shall be subject to each provision of this Contract. The CONTRACTOR shall be as fully responsible to the OWNER for the acts and omissions of his subcontractors and/or persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

VII. DISPUTES: In the event of a dispute as to the services performed or the compensation to be paid, the decision of the OWNER'S Risk Manager or his/her designee prevails.

VIII. INDEMNIFICATION AND DEFENSE OF SUITS: The CONTRACTOR agrees to release, indemnify, defend and hold harmless the OWNER, its officials, officers, employees, and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, resulting from or arising out of the performance under this agreement by CONTRACTOR, its officers, officials, employees, agents, or assigns. The OWNER does not waive, and specifically reserves, it's right to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related

statutes.

IX. REGULATIONS: CONTRACTOR agrees to comply with all of the requirements of all federal, state and local laws related thereto.

X. SAFETY REQUIREMENTS: All material, equipment and supplies provided to the OWNER must comply with all safety requirements as set forth by the Wisconsin Administration Code, Rules of the Industrial Commission on Safety and all applicable OSHA standards.

XI. VENUE AND APPLICABLE LAW: Any lawsuits related to or arising out of disputes under this Contract shall be commenced and tried in the Circuit Court of Brown County, Wisconsin and the OWNER and CONTRACTOR shall submit to the jurisdiction of the Circuit Court for such lawsuits. This Contract and any disputes arising under it shall be governed by the laws of the State of Wisconsin.

XII. TERMINATION OF CONTRACT FOR CAUSE: If through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the CONTRACTOR violates the covenants, agreements or stipulations of this Contract, the OWNER shall have the right to terminate this Contract by giving written notice to the CONTRACTOR of such termination delivered pursuant to Section XXIV. The written notice shall be provided to the CONTRACTOR at least five (5) days before the effective date of such termination. OWNER may allow the CONTRACTOR a reasonable amount of time to cure a breach of the terms of this Contract, if the breach is amenable to a cure. OWNER shall not unreasonably withhold such permission.

In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other materials related to the services prepared by the CONTRACTOR under this Contract shall, at the option of the OWNER, become the property of the OWNER.

Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the OWNER for damages sustained by the OWNER by virtue of any breach of the Contract by the CONTRACTOR, and the OWNER may withhold any payments to the CONTRACTOR for the purpose of set off until such time as the exact amount of damages due to the OWNER from the CONTRACTOR is determined.

XIII. CHANGES: All changes that are mutually agreed upon by and between the OWNER and the CONTRACTOR, including any increase or decrease in the amount of the CONTRACTOR'S compensation, shall be in writing and designated as written amendments to the Contract.

XIV. WAIVER: One or more waivers by any party of any term of the Contract will not be construed as a waiver of a subsequent breach of the same or any other term. The consent or approval given by any party with respect to any act by the other party requiring such consent or approval shall not be deemed to waive the need for further consent or approval of any subsequent act by such party.

XV. PERSONNEL:

A. The CONTRACTOR represents that it has or will secure, at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have a contractual relationship with the OWNER.

B. All of the services required hereunder will be performed by the CONTRACTOR or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

XVI. ASSIGNMENT: The CONTRACTOR shall not assign or transfer this Contract and shall not transfer any interest in it without the prior written consent of the OWNER. Claims for money

due or to become due to the CONTRACTOR from the OWNER under this Contract may be assigned to a bank, trust company or other financial institution without OWNER approval; however, notices of any such assignment or transfer shall be furnished promptly to the OWNER.

XVII. RECORDS:

A. Establishment and Maintenance of Records - Records shall be maintained by the CONTRACTOR with respect to all matters covered by this Contract. The records shall be maintained for a period of three (3) years after receipt of final payment under this Contract, except as otherwise authorized.

B. Documentation of Cost - All costs shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of other accounting documents pertaining in whole or in part to this Contract and shall be clearly identified and readily accessible.

XVIII. AUDITS AND INSPECTIONS: In the event that the OWNER deems it necessary to conduct an audit or inspection, CONTRACTOR shall, during normal business hours, furnish or make available at a time designated by the OWNER and in the form required by the OWNER, information, records and reports regarding powers, duties, activities, organization, property, financial transactions, method of operation, or any and all other records, reports or information in CONTRACTOR'S custody or control pertinent to this Contract.

CONTRACTOR shall provide the OWNER'S inspectors or auditors access to all property, equipment and facilities in CONTRACTOR'S custody or control related to the services provided or purchased under this Contract. CONTRACTOR shall be expected to provide, at CONTRACTOR'S expense, reasonable time by CONTRACTOR'S personnel as may be required for the OWNER'S inspectors or auditors to perform the inspection or audit.

Any information provided to the auditors, which is deemed confidential by federal, state or local laws shall be held as confidential and not disclosed to the public.

XIX. NON-DISCLOSURE:

A. Acknowledgment of Confidential Relationship - CONTRACTOR hereby acknowledges and agrees that any Confidential Information disclosed to it by OWNER is for the limited purpose of providing services and CONTRACTOR will maintain the Confidential Information in confidence, and a confidential relationship will arise between CONTRACTOR and OWNER by reason of such submission and/or disclosure.

B. Use and Disclosure of Confidential Information. CONTRACTOR agrees neither to copy, sell, transfer, publish, disclose, display or otherwise use for its own benefit, nor to disclose to third parties, any Confidential Information whether from observation, from any materials submitted or from disclosures by OWNER hereunder. CONTRACTOR further agrees neither to make nor retain any copies of nor directly or indirectly use any process or other proprietary information disclosed to it or any process deceptively similar thereto without OWNER'S prior written approval, which OWNER may withhold in its sole discretion. In no event shall either party use Confidential Information in a way, which violates state or federal laws.

CONTRACTOR shall instruct its employees, agents and contractors of their obligations under this Agreement and instruct them to use the same care and discretion with respect to the Confidential Information and to not circumvent any security procedures or devices with respect to Confidential Information. The parties agree that the implementation of this signed Agreement will suffice for this purpose.

C. Title remains with OWNER. All innovations, inventions, devices, processes and/or formulas developed by CONTRACTOR for OWNER shall be deemed to be the sole property of OWNER. CONTRACTOR agrees to disclose in writing to OWNER any and all formulas, ingredient specifications and descriptions, processing methods, items, ideas or concepts which are directly related to work performed by CONTRACTOR on behalf of OWNER which constitute innovations or inventions developed by CONTRACTOR either

solely or jointly in connection with work performed by CONTRACTOR at the request of any under assignment by OWNER. CONTRACTOR also agrees to assign to OWNER any and all interest it may have in such inventions or innovations, which are specified in relation to the product named.

D. Indemnification by CONTRACTOR. CONTRACTOR agrees to take precautions to avoid wrongful disclosures or use of Confidential Information and will indemnify OWNER and hold OWNER harmless from all losses, expenses or liability arising from or in connection with such unauthorized use or disclosure. In addition, CONTRACTOR acknowledges that in the event of a breach or threatened breach of this Agreement, irreparable damage will immediately occur to OWNER and CONTRACTOR will indemnify OWNER from all losses, liabilities and expenses incurred by OWNER as a result thereof.

XX. CONFLICT OF INTEREST:

A. Interest in Contract - No officer, employee or agent of the OWNER who exercises any functions or responsibilities in connection with the carrying out of any services or requirements, to which this Contract pertains, shall have any personal interest, direct or indirect in this Contract.

B. Interest of Other Local Public Officials - No member of the governing body of the locality, who exercises any functions of responsibilities in the review or approval of the carrying out of this Contract, shall have any personal interest, direct or indirect, in this Contract.

C. Interest of Contractor and Employees - If CONTRACTOR is aware or becomes aware that any person described in Sections XX, A. and B. has any personal financial interest, direct or indirect, in this Contract; CONTRACTOR shall immediately disclose such knowledge to the OWNER. The CONTRACTOR further covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The CONTRACTOR further covenants that in the performance of this Contract no person having any conflicting interest shall be employed.

XXI. DISCRIMINATION PROHIBITED:

A. CONTRACTOR shall not discriminate against any individual on the basis of age, race, creed, color, disability, marital status, sex, national origin, ancestry, membership in the National Guard, state defense force or any reserve component of the military forces of the United States or this state. CONTRACTOR may refuse to employ individuals based on conviction and arrest records only as allowed by Sec. 111.335, Wis. Stats.

B. The CONTRACTOR will cause the foregoing provisions to be inserted into all subcontracts, if any, for any work covered by this Contract so that such provision will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

XXII. INSURANCE:

A. The CONTRACTOR shall be solely responsible to meet CONTRACTOR'S insurance needs as required by the OWNER during the terms of this Contract or any extension thereof.

B. The Certificate(s) of Insurance shall be issued by a company or companies authorized to do business in the State of Wisconsin and satisfactory to the OWNER. Such insurance should be primary. CONTRACTOR shall furnish the OWNER with a certificate of insurance and upon request, certified copies of the required insurance policies. The certificate(s) shall reference the Contract and name OWNER, its boards, commissions, agencies, officers, employees and representatives as additional insured and provide for thirty (30) days advance notice of any change, cancellation or non-renewal during the term of the Contract.

C. The CONTRACTOR shall not allow subcontractors, if any, to commence work until the

aforementioned documents, where applicable, have been obtained from the subcontractor(s) and approved by the OWNER.

D. No payments or disbursements under the Contract shall be made if such proof has not been furnished. Failure to submit an insurance certificate, as required, can make the Contract void at the OWNERS discretion.

E. Notwithstanding any provisions of this section, and for purposes of this agreement, Contractor acknowledges that its potential liability is not limited to the amounts of insurance coverage it maintains or the limits required herein.

XXIII. FORCE MAJEURE:

A. If the performance of any part of this Contract by CONTRACTOR is delayed or rendered impossible by reason of natural disaster, flood, fire, riot, explosion, war or actions or decrees of governmental bodies, CONTRACTOR shall immediately give notice to the OWNER of the nature of such conditions and the extent of delay and shall do everything possible to resume performance. If the period of nonperformance exceeds twenty-one (21) days from the receipt of notice of the Force Majeure Event, the OWNER may, by giving written notice, terminate this Contract.

B. If the ability of the OWNER to compensate the CONTRACTOR is delayed by reason of natural disaster, flood, fire, riot, explosion, war or actions or decrees of governmental bodies, the OWNER shall immediately give notice to the CONTRACTOR of the nature of such conditions and the expected date that compensation will be made. Section 66.0135 Wisconsin Statutes shall not apply to any late payment by OWNER due to circumstances under this paragraph.

XXIV. OTHER PROVISIONS:

A. **Publicity Releases** - CONTRACTOR agrees not to refer to award of this Contract in commercial advertising in such a manner that states or implies that the products or services provided are endorsed or preferred by OWNER.

B. **Independent Contractor** - CONTRACTOR agrees that it is working in the capacity of an Independent Contractor with respect to the services provided. Nothing in this Contract shall be considered to create the relationship of employer and employee between the parties.

XXV. NOTICES: Any and all notices shall be in writing and deemed served upon depositing same with the United States Postal Service as "Certified Mail, Return Receipt Requested", addressed to the CONTRACTOR at:

and to the COUNTY at:

Brown County Purchasing
305 E. Walnut Street, 5TH Floor
PO Box 23600
Green Bay, WI 54305-3600

All other correspondence shall be addressed as above, but may be sent by "Regular Mail" and deemed delivered upon receipt by the addressee.

Brown County

Signature: _____

Date: _____

CONTRACTOR (To be signed by the person
authorized to legally bind your firm to this Contract.)

Firm: _____

Address: _____

City/State/Zip: _____

BY: _____

(Manual Signature Required)

TITLE: _____

DATE: _____