

REQUEST FOR PROPOSAL

RFP # KC001265

Prosecuting Attorney's Office (PAO) Civil Matter and Case Management Systems

Contract Specialist: Gina Keolker, gina.keolker@kingcounty.gov, 206-263-9143

Alternate Contract Specialist: Michelle Poste, michelle.poste@kingcounty.gov, 206-263-9303

Pre-Proposal Conference will be conducted via
Microsoft Teams and/or by phone on September 23, 2025 at 10:00 A.M. PT

Join the meeting now

In order to participate in a solicitation, all interested firms must register in the E-Procurement Supplier Portal:

https://kingcounty.gov/depts/finance-business-operations/procurement/for-business/register.aspx

A Guide to Respond to E-Procurement Solicitation can be found by following the link below:

https://www.kingcounty.gov/~/media/depts/finance/procurement/Documents/eprocurement-supplier-guide-solicitation.ashx?la=en

SECTION 1 INSTRUCTION TO PROPOSERS, PROPOSAL EVALUATION AND CONTRACT AWARD

1.1 Introduction

King County is soliciting proposals from interested and qualified suppliers to provide Matter Management System and Case Management System for the Prosecuting Attorney's Office (PAO) per the Scope of Work/Requirements. The purpose of this Request for Proposals (RFP) is to establish a contract to provide goods and/or services.

The term of the Contract will be five (5) years, subject to the termination clauses contained herein. King County reserves the right to extend the Contract term if determined to be in the best interest of the County. The maximum term for this Contract, consisting of the initial term plus extensions, is ten (10) years.

1.2 Communications

Upon release of this RFP, no oral interpretations of the RFP will be made to any Suppliers. Oral explanations or instructions will be considered unofficial and are not binding. Any information modifying a solicitation will be furnished to all Proposers by addendum. Communications concerning this solicitation, with other than the listed Contract Specialist or Alternate Contract Specialist may cause the Proposer to be disqualified.

1.3 Deadline for Questions

All questions and any explanations about this RFP must be requested in writing and sent via email to the Contract Specialist and Alternate Contract Specialist no later than seven (7) Days prior to the close date specified in the solicitation.

Proposer shall log in to the E-Supplier Portal at https://kingcounty.gov/procurement/supplierportal. King County will respond via an addendum and/or clarification via email or bell notification which will be available for viewing in the E-Procurement Supplier Portal.

1.4 Addenda and Clarifications

If at any time, the County changes, revises, deletes, increases, and/or otherwise modifies the RFP, the County will issue a written Addendum to the RFP. Proposer must acknowledge all Addenda to the solicitation before submitting a proposal in the E-Procurement Supplier portal. Clarifications are for informational purposes only.

If an addendum is issued after you have submitted a response to a solicitation, Proposer must acknowledge each addendum and resubmit your response. To ensure the County receives the most recent response submitted, Proposer shall ensure the submittal remains on Active status. Addendum Notification, Response, Revise and Resubmit instructions may be found in Sections 4 & 5 of the E-Procurement Supplier Guide found at

https://kingcounty.gov/~/media/depts/finance/procurement/Documents/eprocurement-supplier-guide-solicitation.ashx?la=en

Proposers that indicate they will participate will receive an automatic notification of any Addenda/Clarification via email from the E-Procurement Supplier Portal.

1.5 Late Proposals

The County's E-Procurement Portal will not allow late Proposals or modifications of submission after the close date and time specified for receipt. Proposers shall assume full responsibility for ensuring electronic delivery of Proposals on or before the close date and time as specified.

1.6 Document Holders

A list of suppliers that have expressed interest in this solicitation can be viewed at the following website: https://kingcounty.gov/depts/finance-business-operations/procurement/for-business/solicitation-resources.aspx.

1.7 Proposal Submittal Procedure

King County registered Suppliers interested in proposing on current solicitations must log in to their E-Procurement Supplier Portal to successfully submit a proposal through the E-Procurement system. King County will only accept electronic submittals in response to this RFP within the E-Procurement system prior to the published Close Date and Time. Proposals that do not conform to the requirements specified herein shall be rejected.

Proposers shall use the "Create a Response" button to submit proposals in the E-Procurement system. File size is limited to 25 megabytes. Proposers may zip the files to reduce file size or split files to meet the size limitations. Proposals shall be limited to the documents specified in Section 1.15 Proposal Content; any documents other than those requested (e.g., marketing materials) will be removed and not evaluated.

Instructions on how to submit a proposal electronically are provided at: https://kingcounty.gov/~/media/depts/finance/procurement/Documents/eprocurement-supplier-guide-solicitation.ashx?la=en

1.8 Pre-Proposal Conference

A Pre-proposal conference will be conducted on the date and time listed on the Solicitation Abstract page. All prospective Proposers are strongly encouraged to attend. The intent of the pre-proposal conference is to assist the Proposers to more fully understand the requirements of this RFP. Proposers are encouraged to submit questions in advance to enable the County to prepare responses; these questions should be E-mailed to the Contract Specialist. Questions will be encouraged during the pre-proposal conference also. Proposers shall not rely upon any oral statements or conversations at this meeting, rather only on any addenda/clarification documents issued by the County.

A sign in sheet will provide evidence of attendance. It is the Supplier's responsibility to ensure that they report their attendance to the Contract Specialist, as requested during the meeting. An attendees lists will be posted on

King County's website at https://www.kingcounty.gov/depts/finance-business-operations/procurement/for-business/solicitation-resources.aspx.

1.9 Cancellation of RFP or Postponement of RFP Closing

The County reserves the right to cancel the RFP at any time. The County may change the date and time for submitting Proposals prior to the date and time established for submittal via an Addenda.

1.10 Examination of RFP Documents

The submission of a proposal shall constitute an acknowledgement upon which the County may rely that the Proposer has thoroughly examined and is familiar with the RFP, including any work site identified in the RFP, and has reviewed and inspected all applicable statutes, regulations, ordinances and resolutions addressing or relating to the goods or services to be provided hereunder.

The failure of a Proposer to comply with above requirement shall in no way relieve the Proposer from any obligations with respect to its proposal or to any Contract awarded pursuant to this RFP. No claim for additional compensation shall be allowed which is based upon a lack of knowledge or misunderstanding of this RFP.

1.11 Modifications of Proposal or Withdrawal of Proposal Prior to Proposal Close Date

Modifications or withdrawal of Proposals already received will be considered only if the requested modification or withdrawal is made prior to the scheduled closing time for the receipt of the Proposals.

1.12 Proposal Withdrawal After Proposal Close Date

Except for claims of error granted by the County, no Proposer may withdraw a proposal after the close date and time established for submitting proposals, or before the award and execution of a Contract pursuant to this RFP, unless the award has been delayed for a period exceeding the period for proposal effectiveness.

Requests to withdraw a proposal due to error must be submitted in writing by email along with supporting evidence for such claim for review by the County. Evidence must be sent via email to the Contract Specialist(s) listed in the solicitation within two (2) business Days after request to withdraw. The County reserves the right to require additional records or information to evaluate the request. Any review by the County of a proposal and/or any review of such a claim of error, including supporting evidence, creates no duty or liability on the County to discover any other proposal error or mistake, and the sole liability for any proposal error or mistake rests with the Proposer.

1.13 Error and Administrative Corrections

The County shall not be responsible for any errors in proposals. Proposers shall only be allowed to alter proposals after the submittal deadline in response to requests for clarifications and/or Best and Final Offers by the County.

The County reserves the right to allow corrections or amendments to be made that are due to minor administrative errors or irregularities, such as errors in typing, transposition or similar administrative errors.

1.14 Proposal Response Instructions

- A. Proposals shall address the questions pertaining to the Scope of Work as described throughout the RFP and in the order presented identifying the proposal questions by number. Proposals need to be specific, detailed and straight forward using clear, concise, easily understood language and speaks to the proposer's approach, commitment and ability to perform the services described in the RFP.
- B. Proposers answering the proposal questions shall examine the entire Request for Proposal document including the instructions, terms and conditions, specifications applicable standards and regulations. Responses should stay within the page limit and focus on similar experience your company has previously provided. Proposer may include active, informative and up-to-date web links in their proposal, but web content should not substitute full and complete responses to the questionnaire. Failure to do so shall be at the proposer's risk.

1.15 Proposal Content

Submit an electronic proposal and attachments as required via the E-Procurement Portal as required in the Requirement sections of the RFP.

The proposal shall contain the following items and follow the sequence outlined below:

- A. Equal Benefit Compliance Worksheet, if requesting alternative or non-compliance,

 https://kingcounty.gov/~/media/dents/finance/procurement/forms/equal
 - https://kingcounty.gov/~/media/depts/finance/procurement/forms/equal-benefits-worksheet-declaration.ashx?la=en.
- B. Letter of Interest An introductory letter of interest signed by the proposer may contain relevant information about the firm and an executive summary or overview of proposal. The letter should be no more than two (2) pages and must include the firm's legal name, State of Incorporation, UBI number (if applicable), Federal Tax ID number, and Unique Entity Identifier number (UEI number), if available. The letter should also identify a single point of contact and their contact information for all communications related to the proposal.
- C. Attachment A Pricing

Proposers must respond using the appropriate spreadsheet. Proposers may choose to propose one or more solution types, if available.

D. Attachment B - Management Questions

Proposals shall be specific, detailed and straightforward using clear, concise, easily understood language. Note that additional documents may need to be completed or created in order for a response to be considered complete. Such documentation must be clearly labeled as directed in the attachments.

Proposers are encouraged to carefully examine the entire RFP document including the instructions, attachments, terms and conditions, and applicable standards and regulations. Beyond stating certain general preferences for approach, in no way does King County intend to predetermine a specific technology or solution design. Proposers are expected to submit the most efficient system possible in their Proposal.

- E. Attachment C King County Contracting Opportunities Program (SCS Submission Form)
- F. Attachment D- Proposer Response Template-Matter

Responses to each line-item requirement must clearly mark the applicable Category column in each row. Descriptions of each column heading are as follows:

- Out-of-the Box

 The requirement is fully met by the currently released version of the Software in production and available on the market with no configuration or customization.
- 2. Configuration The requirement can be met with system configuration.
- Customization The requirement will be met by a custom development of the Software provided. Provide the price information and number of hours involved in the notes column. Then summarize all the Customization prices in Price Attachments A1 COTS or A2 SaaS under Part 5 Professional Services.
- 4. <u>Alternative Approach</u> The solution does not meet the requirement, but you can offer an alternative approach. If Column "Alternative Approach" is marked describe that approach
- 5. <u>Anticipated in Next Version/Release</u> The requirement will be met in a future release. Specify the release version and date in Column "In Next Version or Release" is marked, enter date of Next Version/Release."

NOTE: By checking the category "Out-of-the Box, Configuration, Customization, Alternative Approach or "Anticipated in Next Version/Release", the Proposer indicates that the requirement can be produced during the demonstration.

- 6. Not Supported The requirement cannot be provided in the solution.
- 7. <u>Proposer Response</u>– The "Proposer Response" field is for the Proposer to explain how the User Story is met with the Scenario in Mind. If the User Story is met by a 3rd party or by an integration, you must declare that in the field.
- G. Attachment E- Proposer Response Template-Case

Responses to each line-item requirement must clearly mark the applicable Category column in each row. Descriptions of each column heading are as follows:

- 1. <u>Out-of-the Box</u>– The requirement is fully met by the currently released version of the Software in production and available on the market with no configuration or customization.
- 2. Configuration The requirement can be met with system configuration.
- Customization The requirement will be met by a custom development of the Software provided. Provide the price information and number of hours involved in the notes column. Then summarize all the Customization prices in Price Attachments A1 COTS or A2 SaaS under Part 5 Professional Services.
- 4. <u>Alternative Approach</u> The solution does not meet the requirement, but you can offer an alternative approach. If Column "Alternative Approach" is marked describe that approach
- 5. <u>Anticipated in Next Version/Release</u> The requirement will be met in a future release. Specify the release version and date in Column "In Next Version or Release" is marked, enter date of Next Version/Release."

NOTE: By checking the category "Out-of-the Box, Configuration, Customization, Alternative Approach or "Anticipated in Next Version/Release", the Proposer indicates that the requirement can be produced during the demonstration.

- 6. <u>Not Supported</u> The requirement cannot be provided in the solution.
- 7. <u>Proposer Response</u>– The "Proposer Response" field is for the Proposer to explain how the User Story is met with the Scenario in Mind. If the User Story is met by a 3rd party or by an integration, you must declare that in the field.

H. Exhibits

Several of the exhibits constitute King County Contract boilerplate. Proposers must either: 1) accept King County's contract boilerplate in its entirety (all applicable boilerplate exhibits) and, by doing so, receive ten (10) points during proposal evaluations; or 2) submit redlines within the contract boilerplate and, in doing so, receive partial or none of the ten (10) points

allocated towards compliance with the Contract Terms and Conditions in scoring according to the impact to the County of the requested redlines.

Only Exhibits 1,2, 3,4, and 5 may be redlined subject to the provision above. The other Exhibits are not open to redline

1. Exhibit 1: Contract (SaaS)

If applicable, identify any exceptions to terms and conditions in the Contract section of the RFP. All proposed changes shall be tracked using the tracking changes feature in Microsoft Word® and submitted in native Word format.

2. Exhibit 2: Service Level Agreement

If applicable, identify any exceptions to the County's Service Level Agreement. All proposed changes shall be tracked using the tracking changes feature in Microsoft Word® and submitted in native Word format.

3. Exhibit 3: Contract (COTS)

If applicable, identify any exceptions to terms and conditions in the Contract section of the RFP. All proposed changes shall be tracked using the tracking changes feature in Microsoft Word® and submitted in native Word format.

4. Exhibit 4: COTS Software License Agreement

If applicable, identify any exceptions to terms and conditions in the Contract section of the RFP. All proposed changes shall be tracked using the tracking changes feature in Microsoft Word® and submitted in native Word format.

5. Exhibit 5: COTS Software Maintenance Agreement

If applicable, identify any exceptions to terms and conditions in the Contract section of the RFP. All proposed changes shall be tracked using the tracking changes feature in Microsoft Word® and submitted in native Word format.

- Exhibit 6: Source Code Escrow
- 7. Exhibit 7 Federal Bureau of Investigation Criminal Justice Information Services Security Addendum
- 8. Exhibit 8 Glossary of Terms
- 9. Exhibit 9 Network Access Agreement
- Exhibit 10 Interfaces and Data Exchanges
- 11. Exhibit 11 Current State High Level Diagrams
- 12. Exhibit 12 Performance Standards and Assessed Fees
- 13. Exhibit 13 IT Phase Gates

- 14. Exhibit 14 Data to be Converted and Migrated
- 15. Exhibit 15 Implementation Readiness Checklist
- 16. Exhibit 16 PAO Civil Document Templates
- 17. Exhibit 17 Reports

1.16 Evaluation Criteria and Proposal Scoring (Review list and adjust requirements as necessary)

A. Each proposal has a total possible score of one hundred thirty (130) points with the points assigned as follows:

#	Evaluation Criteria	Description	Max. Points
1	Technical Requirements	Ability to meet technical requirements Quality and Performance of system Additional System Capabilities	22
2	Functional Requirements	Overview and Project Methodology System Design, Integration and Training Solution Detail Support and Maintenance	22
3	Management	Qualifications Relevant Experience References Financial Stability Customer Site Visits	22
4	Pricing	Proposal Price	22
5	Terms and Conditions	Compliance with Contract Terms and Conditions (refer to Exhibit 1 – Contract).	10
6	SCS	Small Contractors and Suppliers (Refer to Attachment C - Small Contractors and Suppliers (SCS) Submission Form)	2
		Total possible Written	100
7		Demonstrations	30
		130	

- B. Each criteria listed above will be given a weighted score from 0 to 5 based on the points listed above to determine their overall value. The 0 to 5 scores represent the following:
 - 0 = 0% Did not provide a response to the requirement.

- 1 = 20% Far below expectations, a poor response that minimally meets the requirements.
- 2 = 40% Below expectations, a fair response that meets the requirements in an adequate manner. Demonstrates an ability to comply with guidelines, parameters, and requirements with no additional information put forth by the proposer.
- 3 = 60% Meets expectations, a good response that meets all the requirements and has demonstrated in a clear and concise manner a thorough knowledge and understanding of the subject matter. An average or slightly above average performance with no apparent deficiencies noted.
- 4 = 80% Exceeds expectations, a very good response that provides useful information, while showing experience and knowledge within the category. Proposal is well thought out and addresses all requirements set forth. The proposer provides insight into their expertise, knowledge, and understanding of the subject matter
- 5 = 100% Far exceeds expectations, a superior response that is highly comprehensive, excellent reply that meets all requirements of the areas within that category. Considered to be an excellent standard, demonstrating the proposer's authoritative knowledge and understanding of the project.
- C. Pricing will be scored as a percentage of the lowest proposed price. The lowest priced proposal will be awarded the maximum number of points. All other proposers will receive a percentage of the points as their proposed pricing compares to the lowest proposed price.
- D. SCS will be scored on an all-or-nothing basis. The maximum number of points will be awarded to proposers meeting the requirements for SCS participation and completing the Attachment C SCS Submission Form. Zero points will be awarded to proposers not meeting the requirements.

1.17 Onsite Demonstration Requirements

- A. King County will require a solution demonstration and presentation of all Proposers that are in the Competitive Range as determined by the County. Proposer demonstration teams should include at a minimum the proposed project manager and the technical leads for both software and integration.
- B. It is required that the Proposer team be on site at the specified King County facility in or near Seattle, Washington for the demonstration and presentation(s), and the demonstrated solution must be a live install of the version of the software proposed. A detailed agenda and demonstration script will be provided to finalists in advance of demonstration dates.
- C. The demonstration will be tailored to prove that the proposed solution will successfully address the stated requirements, while also providing flexibility for future applications.

- D. During the demonstration, King County will evaluate the following:
 - Proposer presentation: Quality of overall presentation. Level of understanding of King County's needs and scope of project. Ability to demonstrate experience and success with similar projects involving the proposed solution. Also, the soundness of Proposer's project management and implementation approach.
 - 2. Solution demonstration: Ability to meet stated requirements. Highlights features, relevance to business process and ease of use. Responses to questions from audience.
 - 3. Proposer Capability as an Integrator: The County may provide technical assignments to prospective Proposers along with the aforementioned demonstration scripts. Proposers would then be asked to respond to these assignments during the course of the demonstration.
 - 4. Team Demos: Proposal Evaluators will directly interview the Proposer's project team as part of the demonstration phase. Proposer's must assemble a single project team for the proposal and demonstration and apply this same team if awarded the Contract. The County's Proposal Evaluators will score proposals based on the proposed project team. Proposers will not be allowed to alter the proposed team during proposal reviews, contract negotiations or contract term without the County's consent.

1.18 Compliance with RFP, Terms, Attachments and Addenda

- A. The County intends to award a Contract based on the terms, conditions, attachments and addenda contained in this RFP. Proposers shall submit proposals, which respond to the requirements of the RFP.
- B. The County reserves the right to reject any proposal for any reason including, but not limited to, the following:
 - 1. Any proposal, which is incomplete, obscure, irregular or lacking necessary detail and specificity;
 - 2. Any proposal that has any qualification, limitation, exception or provision attached to the proposal;
 - Any proposal from Proposers who (in the sole judgment of the County) lack the qualifications or responsibility necessary to perform the Work;
 - 4. Any proposal submitted by a Proposer which is not registered or licensed as may be required by the laws of the state of Washington or local government agencies;
 - 5. Any proposal, from Proposers who are not approved as being compliant with the requirements for equal employment opportunity; and

- 6. Any proposal for which a Proposer fails or neglects to complete and submit any qualifications information within the time specified by the County.
- C. In consideration for the County's review and evaluation of its proposal, the Proposer waives and releases any claims against the County arising from any rejection of any or all proposals, including any claim for costs incurred by Proposers in the preparation and presentation of proposals submitted in response to this RFP.
- D. Proposals shall address all requirements identified in this RFP. In addition, the County may consider proposal alternatives submitted by Proposers that provide cost savings or enhancements beyond the RFP requirements. Proposal alternatives may be considered if deemed to be in the County's best interests. Proposal alternatives shall be clearly identified.

1.19 Acceptance of Contracts and Attachments

Proposer shall review the Draft contract, and all its attachments. If there are exceptions taken to the terms and conditions, the Proposer shall include it as an attachment to the proposal, identifying the exceptions and proposed changes. All proposed changes shall be tracked using the tracking changes feature in Microsoft Word®.

- A. Proposer(s) shall review the following parts of the RFP, Exhibits and any changes by Addenda and submit a signed letter by their attorney or authorized legal representative stating they intend to comply with all Terms and Conditions
 - If exceptions are taken then the letter would describe the reasoning for the exceptions, identifying the exceptions and proposed changes and attach a red-line markup using the tracked changes feature in Microsoft Word®. Also indicate in the letter if the Proposer is including any of the Proposers' separate agreements.
 - The signed letter shall be submitted with the proposal. Include relevant Exhibits, and any respective attachments required as part of your response.
- B. Note that acceptance of the Contract boilerplate prevents negotiations on the language during the Contract negotiations phase. Points will be awarded for acceptance of the Contract boilerplate.
- C. Submit a signed Letter of Acceptance (or Exception if applicable) as to compliance with this Section and a Letter from your Insurance Broker that your company can meet the insurance requirements listed in the Contract Agreement.
- D. The project schedule is such that it requires a very efficient proposal review and negotiation period. It is very important that any possible exceptions the Proposer may have with the terms and conditions and Scope of Work are

- identified during the proposal process and resolved to determine if a proposal could be one of highest scored.
- E. If the Proposer submits redlined County documents, or your own forms such (e.g., Maintenance Agreement, Software License Agreement or some other agreement) this will constitute a change to the County Terms and Conditions. As such your proposal will be scored lower or rejected.

1.20 Forms Required before Contract Signing

The top ranked Proposer shall submit, within five (5) Days of notification from the County, the applicable documents, insurance, bonds, sworn statements, and other requirements prior to award.

- <u>Certificate of Insurance and Endorsement</u> Have Insurance Agent e-mail to Contract Specialist evidence of insurance from insurer(s) satisfactory to the County certifying to the coverage of insurance set forth in the Draft Contract, Section 3.4 Insurance Requirements.
- Responsibility Detail Form If determined to be the highest ranked, proposer
 will complete the form and return it to the County, https://cm10prod.kingcounty.gov/-/media/king-county/depts/executive-services/financebusiness-operations/procurement-payables/documents/forms/responsibilitydetail-form.pdf (if applicable)

1.21 Cost of Proposals and Samples

The County is not liable for any costs incurred by Proposer in the preparation and evaluation of Proposals submitted. If applicable, samples of items required must be submitted to the location and by the date and time specified. Unless otherwise specified, samples shall be submitted with no expense to the County. If not destroyed by testing, samples may be returned at the Proposer's request and expense unless otherwise specified.

1.22 Collusion

By submitting this proposal electronically, the Proposer certifies that they have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding. If the County determines that collusion has occurred among Proposers, none of the Proposals from the participants of such collusion will be considered. The County's determination will be final.

1.23 Proposal Price and Effective Date

A. The proposal price shall include everything necessary for the prosecution and completion of Work under the Contract including but not limited to furnishing all materials, equipment, supplies, tools, plant and other facilities and all management, supervision, labor and service, except as may be provided otherwise in this RFP. Proposed Prices shall include all freight charges, FOB to the designated delivery point. Washington State sales/use

taxes and Federal excise taxes shall not be included in the proposal price. The County shall pay any Washington State sales/use taxes applicable to the Contract price or tender an appropriate amount to the Contractor for payment to Washington State. The County is exempt from Federal excise taxes. All other government taxes, duties, fees, royalties, assessments and charges shall be included in the Proposal price.

- B. The County shall pay any Washington State sales/use taxes applicable to the Contract price or tender an appropriate amount to the Contractor for payment to Washington State. The County is exempt from Federal excise taxes. All other government taxes, duties, fees, royalties, assessments and charges shall be included in the Proposal price. Said exemption is made pursuant to Chapter 32 of the Internal Revenue Code and Registry No. A-1 02374. When requested, an exemption certificate will be furnished.
- C. In the event of a discrepancy between the unit price and the extended amount for a proposal item, the County reserves the right to clarify the Proposal.
- D. The proposal shall remain in effect for One Hundred and Twenty (120) Days after the proposal due date, unless extended by agreement.

1.24 Proposal Evaluation and Contract Award

- A. The County will evaluate proposals using the criteria set forth in this RFP. If deemed necessary, written and/or oral discussions, site visits or any other type of clarification of proposal information may be conducted with those Proposers whose proposals are found to be potentially acceptable. Identified deficiencies, technical requirements, terms and conditions of the RFP, costs or prices, and clarifications may be included among the items for discussion. The discussions are intended to give Proposers a reasonable opportunity to resolve deficiencies, uncertainties and clarifications as requested by the County and to make the cost, pricing or technical revisions required by the resulting changes. In addition, the County may request additional business and administrative information.
- B. The County may find that a Proposer appears fully qualified to perform the Contract or it may require additional information or actions from a Proposer. In the event the County determines that the proposal is not within the Competitive Range the County shall eliminate the proposal from further consideration.
- C. The evaluation of Proposers' proposals and additional information may result in successive reductions of the number of proposals that remain in the Competitive Range. If applicable to the procurement, the firms remaining in the Competitive Range may be invited to continue in the proposal evaluation process, and negotiations.
- D. Upon completion of discussions, the County may issue to all remaining potentially acceptable Proposers within the competitive range a request for

Best and Final Offers. The request shall include notice that discussions are concluded, an invitation to submit a revised proposal with a Best and Final Offer, and a new submittal date and time.

- E. The County may enter negotiations with one or more Proposers to finalize Contract terms and conditions. Negotiation of a Contract shall be in conformance with applicable federal, state and local laws, regulations and procedures. The objective of the negotiations shall be to reach agreement on all provisions of the proposed Contract. In the event negotiations are not successful, the County may reject proposals.
- F. The County reserves the right to make a Contract award without written and/or oral discussions with the Proposers and without an opportunity to submit Best and Final Offers when deemed to be in the County's best interests. Contract award, if any, shall be made by the County to the responsible Proposer whose proposal best meets the requirements of the RFP, and is most advantageous to the County, taking into consideration price and the other established evaluation factors. The County is not required to award a Contract to the Proposer offering the lowest price. The County shall have no obligations until a Contract is signed between the Proposer and the County. The County reserves the right to award one or more contracts as it determines to be in its best interest.

1.25 Responsive and Responsible

The County will consider all the material submitted by the Proposer, and other evidence it may obtain otherwise, to determine whether the Proposer is in compliance with the terms and conditions set forth in this RFP.

In determining the responsibility of the Proposer, the County may consider:

- A. the ability, capacity and skill to perform the Contract and provide the service required;
- B. the character, integrity, reputation, judgment and efficiency;
- C. financial resources to perform the Contract properly and within the times proposed;
- D. the quality and timeliness of performance on previous contracts with the County and other agencies, including, but not limited to, the effort necessarily expended by the County and other agencies in securing satisfactory performance and resolving claims;
- E. compliance with federal, state and local laws and ordinances relating to public contracts;
- F. other information having a bearing on the decision to award the Contract.

For all contracts with a value of \$100,000 or more, the selected Proposer must meet the requirements set forth in King County Code 2.93.120 regarding historic compliance with environmental, worker safety, and labor and human trafficking

laws. Historic compliance is defined as a minimum of three (3) years preceding the submittal date for the solicitation.

As a condition of award for contracts valued at \$100,000 or more, the Proposer agrees that it shall comply with the applicable criteria in King County Ordinance 19925, to which the Proposer attested on the Responsibility Detail Form. Failure to comply with the criteria specified in the ordinance and to which the Proposer attested on the Responsibility Detail Form will constitute a material breach and the County may terminate the contract, in whole or in part, for default.

https://kingcounty.legistar.com/View.ashx?M=F&ID=14218499&GUID=C6C95015-3659-4197-90CE-D845BB2F4F21

Failure of a Proposer to be deemed responsible or responsive may result in the rejection of a proposal.

1.26 Financial Resources and Auditing

If requested by the County, prior to the award of a contract, the Proposer shall submit proof of adequate financial resources available to carry out the execution and completion of Work required by the contract.

King County reserves the right to audit the Contractor throughout the term of the contract to assure the Contractor's financial fitness to perform and comply with all terms and conditions contained within the contract. King County will be the sole judge in determining the Contractor's financial fitness in carrying out the terms of the contract.

1.27 Sustainable Purchasing Policy

Proposers able to supply sustainable goods and services that meet design and performance requirements are encouraged to offer them in Proposals when not otherwise prohibited. Sustainable goods and services provide environmental, social, and economic benefits while protecting human health and the environment over the entire life cycle of the good or service, from the extraction of raw materials through final disposal.

To ensure that products and services meet sustainability criteria, the Sustainable Purchasing Policy authorizes King County purchasers to prioritize the use of ecolabels, and environmental standards and certifications recommended by the U.S. Environmental Protection Agency (EPA) and those accredited by third-party organizations. (Reference: KCC 18.20).

1.28 Equal Benefits

In accordance with the County Ordinance 14823, as a condition of award of a contract valued at \$25,000 or more, the Contractor agrees that it shall not discriminate in the provision of employee benefits between employees with spouses and employees with domestic partners during the performance of this Contract. Absent authorization for delayed or alternative compliance as referenced below, failure to comply with this provision shall be considered a

material breach of this Contract and may subject the Contractor to administrative sanctions and remedies for breach.

1.29 Single Proposal Receipt

If the County receives a single responsive, responsible proposal, the County may request an extension of the proposal acceptance period and/or conduct a price or cost analysis on such proposal. The Proposer shall promptly provide all cost or pricing data, documentation and explanation requested by the County to assist in such analysis. By conducting such analysis, the County shall not be obligated to accept the single proposal; the County reserves the right to reject such proposal or any portion thereof.

1.30 News Releases

News releases pertaining to this RFP, the services, or the project to which it relates, shall not be made without prior approval by and then only in coordination with King County.

1.31 Public Disclosure of Proposals

This procurement is subject to the Public Records Act, Chapter 42.56 RCW: https://apps.leg.wa.gov/rcw/default.aspx?cite=42.56. Proposals submitted under this RFP shall be considered public documents unless the documents are exempt under the public disclosure laws.

If a Proposer considers any portion of its proposal to be protected under the law, the Proposer shall clearly mark each section as "CONFIDENTIAL" or "PROPRIETARY". If any materials are marked "CONFIDENTIAL" or "PROPRIETARY", Proposers have ten (10) calendar days from the receipt of the Notice of Selection/Non-Award to obtain a court order enjoining release pursuant to RCW 42.56.

If a Proposer does not take such action within said period, the County will post the materials to the Solicitation Resources page, https://kingcounty.gov/depts/finance-business-operations/procurement/for-business/solicitation-resources.aspx, after contract execution. By submitting a proposal, the Proposer assents to this procedure and shall have no claim against the County.

1.32 Protest Procedures

King County has a process in place for receiving protests based upon Request for Proposals or contract awards. The protest procedures are available at http://www.kingcounty.gov/depts/finance-business-operations/procurement/for-business/do-business/protest.aspx.

SECTION 2 SCOPE OF WORK/ TECHNICAL REQUIREMENTS

2.1 Glossary of Terms:

Refer to Exhibit 4- Glossary of Terms for terminology used in the Scope of Work (SOW) and attachments.

2.2 Introduction and Background

King County's legal department, the Prosecuting Attorney's Office (PAO), comprising various roles including administrators, attorneys, and support staff, currently faces challenges with our existing legal files system. Issues range from performance bottlenecks, insufficient data integration, to inadequate reporting capabilities.

Civil Division Sections serve as an in-house law firm for the County, the Civil Division works closely with its clients in solving a wide range of legal problems by providing legal advice and representing King County and its employees in lawsuits filed in state or federal courts.

The Civil Division in the PAO is comprised of two (2) sections: Advising and Litigation. The Advising Section researches County agencies' legal questions and provides legal advice. The Litigation Section represents King County Agencies in lawsuits in which the County or its employees as County representatives are named as parties. Collectively, the work of the Advising Section is called "matters," and that of the Litigation Section is called "cases." Some (but not all) Advising matters may lead to Litigation cases, and some (but not all) Litigation cases may go to trial.

The Civil Division of the PAO exemplifies a strong commitment to King County's Equity and Social Justice (ESJ) principles by providing legal services that prioritize fairness, inclusivity, and community well-being. Acting as an in-house legal firm, the division ensures equitable access to justice through comprehensive representation and guidance across diverse areas, including employment, land use, natural resources, transportation, and contracts. By supporting key departments such as Public Health, Community and Human Services, and the Department of Natural Resources, the division plays a critical role in addressing systemic inequities, promoting environmental stewardship, and protecting vulnerable populations.

The division's leadership and collaborative approach reflects King County's ESJ values, fostering transparency and accountability while advancing inclusive governance. Its work encompasses accessibility, regulatory compliance, and labor relations, advocating for policies that uplift all residents, regardless of socioeconomic status or background. Additionally, by fostering cross-departmental collaboration and providing proactive legal representation in litigation and policymaking, the division ensures that governance is responsive to the needs of King County's diverse communities. Through these efforts, the Civil Division continues to embed equity and social justice into King County's legal and

operational frameworks, making meaningful progress toward a more inclusive and just society.

The (PAO) is conducting a Request for Proposal (RFP) for a comprehensive Matter Management System and Case Management System (CMS), that incorporates records management, to meet the diverse needs of our legal team. The CMS shall transition Matter Management (process managing legal advice for internal customers such as type of legal work, attorneys and time tracking on the case, budgets, and invoices are gathered, track and reported throughout the matter lifecycle) from Word Documents to an effective and efficient Software as a Service (SaaS) (cloud) or Commercial Off-The-Shelf (COTS) solution. Case Management (internal process managing appointments and court dates, storing and organizing documents and discovery, managing client and witness communications, time tracking and billing and invoices) will transition from an antiquated system to a modern case management system.

2.3 Current State and Future State

The current system (Exhibit 7, Current State High Level Diagrams) has proven to be inefficient and costly to make system updates, the County has determined the current software system must be replaced. The CMS shall be configurable and meet the needs of the PAO as outlined in this RFP, and all accompanying documentation.

The Proposer shall provide data migration and implementation services to configure the Solution per the County's requirements, and successfully complete the Work outlined in the Scope of Work. This includes, but is not limited to, configuration, reports, document templates, data conversions and migrations, interface development, testing, training, Go-Live, and post Go-Live support. All of the Work and travel required or described for the implementation shall be at a fixed price as stated in Attachment A, Pricing.

The PAO is assessing both Commercial Off-The-Shelf (COTS) and Software as a Service (SaaS) solutions. Proposers shall submit proposals for both options, if available.

The PAO has a strong preference for a single case management system for matter and case management. Keeping in mind the PAO's strong preference for a single case management system, Proposer's may submit proposals for any combination of the following:

- 1. Matter Management (Advising)
- 2. Case Management (Litigation)
- 3. Case & Matter Management

If different Proposers are ultimately selected for Matter Management only and Case Management only, an integration task will be added to the overall project.

Business Requirements are organized around the following functional areas:

- 1. Matter Management (Advising)
- 2. Case Management
- 3. Case Matter & Matter Management

Current Technology Environment at King County

Current Technology Environment at King County				
Supported server operating systems	Microsoft Windows Server 2016, 2019 and 2022. 2022 preferred.			
Supported database management systems	Microsoft SQL Server 2019 and 2022. 2022 preferred.			
Supported desktop operating systems	Windows 11			
Preferred server hardware vendors	Cisco, Hewlett-Packard, Dell			
Supported productivity suites	Microsoft Office 365 preferred.			
Private Cloud environment	Azure			
Virtualization environment	VMWare			
Email	Microsoft Exchange Online			
Antivirus	Windows Defender			
Internet browser	Microsoft Edge			
Backup software	EMC Networker and Veeam			
Other utility software (installed on servers)	 McAfee ePolicy Orchestrator and McAfee endpoint protection modules Solarwinds ORION monitoring and alerting Microsoft SCCM 2012 (ConfigMgr 1706) Microsoft Operations Manager HP Systems Insight Manager 			
Network protocol	TCP/IP			
Data exchange	 Mutually agreeable canonical format 			

2.4 Goals and Objectives

Upon implementation, the Proposer shall meet the following objectives:

- A. Replace legacy systems and related interfaces/data exchanges with a modern COTS or a SaaS Solution that meets or exceeds PAO requirements as outlined in the Scope of Work. The Solution shall easily integrate with other County systems.
- B. Provide a single system of record. Retrieve, add and modify data from a single shared system of record to ensure data integrity exists across all components; rather than reconciling multiple data sources, the Solution is desired to maintain a single source of "truth".

- C. Improve employee flexibility/ability to implement process improvements with a Solution that is scalable depending on business needs
- D. Migrate data specified by the County from the existing systems(s) into the Solution
- E. Provide ready access to near and/or real-time data
- F. Automate data input processes and eliminate current duplications of data entry
- G. Significantly reduce paper-based documentation and tracking
- H. Streamline business workflows to reduce redundancy and repetitive action across the PAO departments
- Improve accuracy through the use of automated functions thereby reducing the number of corrections needed and potential resulting liability
- J. Improve query and reporting capabilities
- K. Provide accurate statistical data and dashboard
- L. Enhance the ability to measure the effectiveness of strategies and tactics in a timely manner
- M. Implement a Solution that meets regulatory or court-ordered requirements
- N. Ensure the Solution can simultaneously manage previous year(s), current year, and future year matter and case management records, -- essentially having the ability to seamlessly work within different "cases".
- O. Provide audit functionality for all transactions and user activity
- P. Improve and enhance data sharing with PAO partners
- Q. Implement public-facing portals consistent with the County's design standards, follow accessibility guidelines to ensure all users, including those with different abilities, can use the product. Specifically, the application shall meet requirement of Section 508 of the Rehabilitation Act of 1973, by complying with Web Content Accessibility Guidelines 2.0 2.1, Level AA (WCAG 2.1), with modern designs and optimized user experience
- R. Successfully implement the new Matter and Case Management System with minimal stress and disruption to users and business operations
- S. Provide a Solution that does not require a high level of Information Technology (IT) development support to maintain the Solution; the County desires a Solution allowing adaptation to emerging

- requirements via configuration, not custom coding
- T. Achieve sufficient knowledge transfer through training and documentation to all King County staff to easily enhance and support the new Solution and technologies going forward. Full training requirements are outlined in Deliverable 700: Training and Documentation.

2.5 High level Project Objectives

- 1. **System Development and Implementation**: Design, develop, and implement a Case, Matter, and Records Management System.
- 2. **Data Migration**: Migrate existing data from the current system to the new system.
- 3. **Training and Support**: Provide comprehensive training and ongoing technical support.
- 4. **Integration**: Ensure seamless integration with designated internal and external systems.
- 5. **Customization and Scalability**: System should be customizable and scalable to meet future needs.

2.6 Solution Objectives

- Enhanced Integration: Seamless integration with existing systems including Microsoft Outlook, PeopleSoft, and EBS.
- 2. **Improved Performance and User Access Control**: High-performance system capable of handling large datasets with flexible user access controls.
- 3. **Comprehensive Reporting and Data Management**: Advanced reporting capabilities with accurate, comprehensive data management.
- 4. **Automated Timekeeping and Tracking**: Automated features for timekeeping and tracking attorney efforts.
- 5. **User-Friendly Interface and Training Support**: Intuitive UX/UI with comprehensive training resources.
- 6. **Robust Data Security and Efficient Search**: Enhanced security for sensitive information with effective search capabilities.
- 7. **Real-Time Data Access and Automated Notifications**: Provision for real-time data access and automated task notifications.
- 8. **Standardization and Reliable Backup Solutions**: Standardized approach to data storage and reliable backup solutions.

2.7 Minimum Qualifications

Proposer shall meet and attest to meeting the minimum qualifications listed below and in Attachment D - Proposer Response Template-Matter Management and Attachment E-Proposer Response Template-Case Management (minimum requirements tab). Any proposal that fails to meet these minimum qualifications will not be eligible for further consideration.

- Existing Solution with at least three (3) customers with production environments.
- Solution has fully integrated auto invoicing functionality in production
- Solution must be a SaaS Solution or Commercial Off-The-Shelf (COTS)
- Must integrate with King County's Enterprise Justice Integration Service Bus.

2.8 Technical Requirements

Contractor shall provide all Technical/Functional Requirements identified in Attachment D - Proposer Response Template - Matter Management and Attachment E-Proposer Response Template - Case Management in the following Categories:

- Minimum Requirements
- Business Requirements
- Justice Integration Requirements
- UI-UX Requirements
- ESJ Requirements
- Data Migration Requirements
- Non Functional Requirements
- Security & Technical Requirements

The County, at a minimum, requires five (5) environments (Development, Test, Integration, Staging, and Production) for the Solution. It is expected that solutions shall run on the currently supported versions of these technologies. The County's current computing environment is described in Section 2.3 and the technical requirements are detailed in Attachment D –Proposer Response Template – Matter and Attachment E-Proposer Response Template-Case.

- A. The Proposers who have been selected to move into negotiations are expected to provide, during negotiations, an initial Architecture and Technical Specifications for both the Solution as well as end user workstations.
- B. The Proposer shall participate in architecture review sessions to present the conceptual design, proposed architecture and the final architecture (prior to User Acceptance Testing) to the County's architecture review team.
- C. The Proposer shall upgrade each environment within a maximum of thirty (30) Days after a new software release becomes available.

2.9 Functional and Performance Requirements

A. Functional Requirements

Contractor shall provide all Technical/Functional Requirements identified in Attachment D - Proposer Response Template - Matter Management and

Attachment E-Proposer Response Template – Case Management in the following Categories:

- Minimum Requirements
- Business Requirements
- Justice Integration Requirements
- UI-UX Requirements
- ESJ Requirements
- Data Migration Requirements
- Non Functional Requirements
- Security & Technical Requirements

B. Performance Requirements

Contractor shall provide all Technical/Functional Requirements identified in Attachment D - Proposer Response Template - Matter Management and Attachment E-Proposer Response Template - Case Management in the following Categories:

The proposer is also required to complete the Proposer Response Templates to indicate how their proposed solution meets the specified requirements in each of the following areas:

- Minimum Requirements
- Business Requirements
- Justice Integration Requirements
- UI-UX Requirements
- ESJ Requirements
- Data Migration Requirements
- Non Functional Requirements
- Security and Technical Requirements

2.10 Deliverables

A. DELIVERABLE 100: Solution Configuration and Implementation Plan

The Proposer shall be responsible for installing and configuring the Solution to meet the requirements of the County. County staff shall be included in the configuration process to facilitate knowledge transfer. The County will evaluate proposals according to how comprehensively they deliver the individual Solution requirements detailed in Attachment D Proposer Response Template-Matter and Attachment E Proposer Response Template - Case all "out of the box" functionality available in the Solution is considered in scope and at no additional cost to the County. If functionality in an existing system cannot be replaced within

the new CMS, the CMS shall integrate with the existing system or the County's replacement systems.

- 1. The Proposer shall develop a Configuration Management and Implementation Plan that includes at a minimum the following:
 - a. Methods used to manage the configuration process
 - b. Sources of information
 - c. The progression of configuration values from initial prototyping through testing to production
 - d. Applying all upgrades and patches released by the Software provider
 - e. Managing changes to configuration throughout the project lifecycle
 - f. Ensuring project deliverables, documents, and other documentation subject to change throughout the engineering lifecycle are updated to reflect configuration changes
 - g. Ensuring that Work is not performed on out-of-scope features, functions, or tasks until the County grants authorization in writing
 - Software change control procedures with procedures and/or automated tools that will be employed to ensure the integrity of programs and configuration settings developed to support the Solution
 - Identification of proposed Solution processes and recommendations
 - j. Solution Configuration to support the business requirements
 - k. Drawing of the Solutions architecture
 - I. Feasibility assessment to determine the cutover approach: direct cutover, parallel operation, pilot operation, or phased operation.
- 2. The Proposer shall implement Solution configuration. The Solution configuration includes but is not limited to:
 - a. Screens and labels
 - b. Lookup tables with standard values as defined by the County
 - c. Business rules, workflows, events, notifications
 - d. Document/template creation
 - e. Reports development
 - f. Dashboard development
- 3. The Proposer shall document the Solution configuration.

- 4. The Proposer shall install the Software in a Development Environment, Test Environment, Integration Environment, Staging Environment, and a Production Environment.
- 5. The Proposer shall complete the Solution configuration at least six (6) months prior to the scheduled Go-Live date or more frequently depending on solution approach.

B. DELIVERABLE 200: Reports

An overview of required reports are listed in Exhibit 17 – Reports. Not all reports have been defined for the SOW, so the Proposer shall work with the County to determine the reporting requirements and configure the reports to support the requirements. There are two types of reports: operational and statistical. The Proposer shall review and document details for each report. The priority of implementation of each report shall be determined by the County.

The Proposer shall develop the twenty-one (21) identified reports as outlined in Exhibit 3-Reports and assist the County in developing additional reports. The Proposer shall train the County on the Solution's database structure and meaning to support the County's development of the remaining reports. The Proposer shall develop reports iteratively in two (2) week increments with a demonstration to the County at the end of each two (2) week period, at minimum. The development of all reports shall be completed approximately six (6) months prior to Go-Live.

C. DELIVERABLE 300: Document Templates

Document Templates represent forms, statements or output - electronic or paper - that are constructed for repeat use during recurring processes, workflows and transactions. They may contain both fixed-text and variable-text and are separate from reports and queries.

An overview of required document templates are listed in Exhibit 16– PAO Civil Document Templates. Not all document templates have been defined for the SOW, so the Proposer shall work with the County to determine the document template requirements and configure the document templates to support the requirements. The Proposer shall review and document details for each document template. The priority of implementation of each document template will be determined by the County.

The Proposer shall develop the first fifty (50) of the prioritized document templates and assist the County in developing the additional prioritized document templates. The Proposer shall train the County on how to configure document templates to support the County's development of the remaining document templates. The Proposer shall develop the document templates iteratively in two (2) week increments with a demonstration to the County at the end of the two (2) week period, at minimum. The development of all document templates shall be completed approximately six (6) months prior to Go-Live.

D. DELIVERABLE 400: Interfaces and Data Exchanges

The Proposer shall work with the County to determine the appropriate solution for exchanging data between the Proposer Solution and each of the required interfaces and external data exchanges that shall be required in the new Solution. Proposer shall document the implementation approach in a design document. The County requires that the interfaces and data exchanges listed in Exhibit 10– Interfaces and Data Exchanges be fully functional in the environments designated by the County prior to Go-Live.

The Proposer shall utilize the County's Enterprise Service Oriented Architecture (SOA) gateway for data transmission from the CMS to other systems and the receipt of data from other systems into CMS. The technology platform(s) for the enterprise SOA gateway is not yet in place or identified; however, a platform agnostic, centralized service should be assumed. The Proposer shall be responsible for the development & testing that enables data to be sent from the CMS to the enterprise SOA gateway and for data to be received into the CMS from the enterprise SOA gateway. The interface shall meet security & performance requirements in Attachment D Proposer Response Template-Matter and Attachment E- Proposer Response Template-Case.

- The Proposer shall provide an Interface & Data Exchange Plan that, at a minimum, describes the interface development process, prerequisites, roles and responsibilities, timeline, testing and is Acceptable to the County. This plan shall be completed and approved prior to any Interface & Data Exchange Work begins.
- 2. The Proposer shall provide a detailed Interface Design Document for each interface. The Interface Design Documents shall be developed iteratively and will include design information such as, but not limited to:
 - a. Process Overview including User Interface mock-up (if applicable)
 - b. Summary of Solution configuration required for the interface
 - c. Metadata definition including the data fields and record layouts required by the interface, includes source to target mapping
 - d. Communication method
 - e. Business Continuity/Interface Availability includes how failures will be handled
 - f. Interface Testing the testing that will be done to ensure the Interface is complete
 - g. Assumptions
- 3. The Proposer shall develop and test the interfaces iteratively, immediately after the corresponding Interface Design Document has been accepted by the County. Interfaces shall be developed to enable data exchange with the following systems:

- a. <u>External partner systems</u> and <u>County systems</u> listed in Exhibit 10– Interfaces & Data Exchanges. If the proposed Solution includes any of the interfaces listed in Exhibit D Proposer Response Template – Matter and Exhibit E Proposer Response Template - Case as out of the box functionality and it is Accepted by the County, then the Proposer does not need to develop the interface.
- b. <u>MS Exchange</u> The Solution shall integrate with MS Exchange so the Solution can retain, based on County retention policies, emails and email history when a message is sent from the Solution to users and non-users.
- c. Active Directory The Solution shall integrate Single Sign-On with the County Active Directory. Solution shall support the SAML 2.0 standard to integrate with King County for identity management, supporting single sign-on capabilities. Federation authentication is required. Users will use their own King County user ID and password to log in to the Solution instead of a separately managed set of login names and passwords.
- 4. The County requires that the interfaces and data exchanges be fully functional at Go Live. The Proposer shall work with the County and the County's partners to test the interfaces. The interface and data exchange code will be reviewed by County staff to ensure that it meets the County's development standards.
- 5. The Proposer shall provide an integration environment prior to user acceptance testing. The integration environment will be used by external agencies to develop, test, and implement interfaces that pull or push data to the CMS.
- E. DELIVERABLE 500: Data Conversion and Migration Plan
 - The Proposer shall work with the County to determine the appropriate solution for migrating data from the various data repositories including SQL Servers, MS Access Databases, and other types such as flat files, Word, Excel, JPG. PNG. XML, Notepad, PDF, .MSG, RTF, ZIP, BMP, Publisher, PowerPoint, HTML, PSTF, Video Files (MP4, AVI, MOV, WPV, MPEG), Audio Files (MP3, WAV, OGG, WMA)
 - 2. The Proposer shall provide a Data Conversion and Migration Plan that outlines the strategy, approach, and processes to be followed for migrating data from the legacy system to the new system during the kickoff meeting that, at a minimum, describes the conversion processes, an example of the format of conversion mapping documentation to include the data source to target mappings and data transformations, roles and responsibilities, data conversion quality assurance process, review cycles and timeline, testing and is Accepted by the County. This

- plan needs to be completed and accepted prior to the start of any data migration efforts.
- 3. The Data Conversion and Migration Plan shall include at a minimum a plan of action for the following:
 - a. Explanation of data profiling and analysis
 - b. Explanation of data mapping process that will occur between legacy system and new system.
 - c. Explanation of data transformations that will occur between legacy system and new system.
 - d. Explanation of data cleansing that will occur to remove duplicates, correct errors and ensure data quality both manual and using automated tools (as necessary). E.g. Explanation of duplicate person record detection algorithm and merge process
 - e. Explanation of data back up and rollback plan before migration begins.
 - f. Explanation of data migration starting with a pilot migration to test the process and identify issues before conducting the full data migration in phases, if necessary.
 - g. Explanation of how data migration QA will occur (e.g., providing count of various record types in current system and the count of various record types migrated to the new Solution, etc.)
 - h. Explanation of data validation to ensure accuracy and completeness either using automated tools or manual spotchecks to verify data integrity. i.e. Explanation of how the data migration testing will occur
 - Explanation of any types of data that are excluded from the data migration process
 - Explanation of sensitive data handling during data conversion and mitigation
 - k. Explanation of identified risks and mitigation plan
 - I. Explanation of Roles and Responsibilities between teams, acceptance criteria for data migration.
 - m. Explanation of the schedule/timing of testing, fixing issues, retesting
- 4. The Proposer shall work with the County to evaluate, map and migrate CMS's historical data to the Solution. Volume approximations for the SQL Server databases are described in Exhibit 14 Data to be Converted and Migrated. The Proposer shall create a Data Map for each database that includes the data source to target mappings and data transformations.

The Proposer shall conduct multiple day, on-site, or virtual, work sessions to complete the mapping for each database in a time efficient manner. The Proposer shall store and update the Data Map in a location that is accessible by both Proposer and County staff while the Data Map is being developed. The Proposer shall evaluate, map, and migrate data in the following databases to the CMS Solution:

- a. SQL Server Databases
- b. Microsoft Access Databases
- 5. The Proposer shall review with the County any data elements that do not fit into the Proposer's database schema for the County's determination on how to handle this data. The Proposer shall document any data conversion decisions, with the goal of converting 100% of the data so that it is accurate and complete.
- 6. The Proposer shall ensure valid formatting and typing of the data being converted in the CMS system. This may include proper casing of strings, date/time format corrections, decomposition of smart coded fields and other required data cleanup and data cleansing transformations. The Proposer shall document these transformations for auditing purposes.
- 7. The Proposer shall begin to develop and test the Conversion Scripts iteratively, immediately after the corresponding Data Map has been Accepted by the County. Conversion scripting progress shall be demonstrated to the County by running the portions of the script that have been completed iteratively in two (2) week increments with a demonstration to the County at the end of each two (2) week period, at minimum.
- 8. The Proposer shall document the Test Cases that will be used to test the data conversion.
- 9. The Proposer shall perform Unit Testing on converted and migrated data and resolve issues prior to County testing. Proposer shall use the County's Azure DevOps to record and track defects, issues and risks to facilitate communication between developers, testers and testing management. Proposer shall document how each table was tested and the results of the test.
- 10. The County expects to participate in testing and that no less than five (5) rounds of test conversions will be performed for each legacy data source. Each test conversion will include a review of how the converted data appears in all components of the Solution, including reports, forms, document templates, and interfaces. The Proposer shall complete the testing of all data conversions at least six (6) months prior to Go-Live.
- 11. The Proposer shall evaluate the legacy data provided by the County, and will map, convert, and migrate data from the source systems into the CMS.

- 12. The Proposer shall work with the County to test the migration and data integrity.
- 13. The Proposer shall implement a plan for handling a scenario in which speed of data migration becomes an issue, i.e. migration takes more than 2-4 hours. In that case, it may become necessary to perform the migration in phases. A full load, where ALL data is migrated into the proposed production environment, and a delta load, where remaining data is migrated, potentially hours before go-live.
- F. DELIVERABLE 600: Creation of a Testing Plan
 - 1. The Proposer shall be responsible for developing an overall Test Plan that is Acceptable to the County, including the following testing types:
 - a. <u>Unit Testing</u> the process in which the smallest testable parts of the Solution, called units, are individually and independently scrutinized for proper operation.
 - b. Ideally, the Unit testing will be automated.
 - c. <u>Data Verification Testing</u> the process in which different types of data are checked for accuracy and inconsistencies after data migration is done. It helps determine whether data was accurately translated when data is transferred from one source to another, is complete, and supports processes in the new Solution
 - d. <u>Functional Testing</u> Testing each function of the Solution, in isolation, and in combination with the Solution, including detailed test scenarios for each area of functionality. Each release of the Solution will require that functional testing be repeated in a regression test mode until an acceptable level of quality has been demonstrated. Functional testing includes testing configuration, reports, and document templates.
 - e. **Regression Testing**, including:
 - (1) Regression testing the process of testing new builds of the product and/or Solution to ensure integrity of fixes against previous builds.
 - (2) Ongoing Regression Verifying/validating fixed defects as well as testing any additional areas of functionality that may have been affected by the fix.
 - (3) Final Regression Checking the product's functional areas, and re-testing all defects indicated as having been fixed, starting with the highest priority defects and continuing to the lowest priority defects.
 - (4) With each build, Proposer shall provide release notes listing the defects that were fixed and any functionality that may have changed.

- f. Performance Testing– involves verifying that user typical actions fall within industry standards of time.
- g. Integration
- h. Load Testing done to identify peak load conditions
- User Acceptance Testing
- Database back-up and restore testing
- 2. The Test Plan shall include a structured and repeatable testing protocol that, at a minimum:
 - a. Supports the implementation schedule
 - b. Employs automated testing tools
 - c. Enables testing processes that compare and reconcile the outcomes between the legacy systems and the CMS
 - d. Supports an iterative approach where testing is conducted during each two (2) week configuration and/or development period.
- 3. The Test Plan shall be tailored to the County's configuration of the Solution, taking into account workflows, data, templates, reporting, and interfaces.
- 4. The Proposer shall be responsible for execution of the Test Plan with the County's input and acceptance.
 - a. The Proposer shall have its own development process in place, the County expects the Proposer to complete all unit, functional (including configuration, document templates, and reports), integration, and quality assurance testing on the Solution.
 - b. The Proposer shall conduct failover testing to confirm that the high availability configuration is working.
 - c. The Proposer shall conduct database back-up and restore testing (if applicable).
- 5. The Proposer shall perform testing prior to submitting a deliverable to the County for testing. The Proposer shall submit their test scripts and the results of their testing with each deliverable.
- 6. The County will conduct Build Verification Testing (BVT) in parallel with the Proposer's testing. BVT is a set of tests run on a new build at the end of each two (2) week configuration and/or development period to verify that the build is testable before it is released to the QA team for further testing. These test cases are core functionality test cases that ensure the Solution is stable and can be tested thoroughly.
- 7. The County will lead and perform User Acceptance Testing (UAT) after the Proposer completes its final system testing and confirms that the applicable deliverable meets all applicable specifications. UAT shall start

after all components of the Solution have been completed in accordance with the County requirements and Contract and approximately three (3) months prior to the scheduled start of training. Proposer shall be responsible for:

- a. Implementation of the testing environments, data, and tools required. The test environments shall have the latest version of the software installed and maintain the latest version of the software for the duration of the project.
- b. Development of the repeatable testing protocols and scripts. The number of test scripts will be mutually agreed upon by the County and the Proposer. The County will determine the test data to be used with the test scripts. Specific test scripts and test script templates will be developed to mirror the County's future business processes utilizing the Solution.
- c. Component and business analysis support
- d. Troubleshooting Proposer shall resolve all Deficiencies discovered in this testing in a timely manner
- 8. The County will conduct at least three (3) rounds of UAT:
 - a. The County will conduct the first round of UAT for fifteen (15) continuous Business Days and will report any defects to the Proposer for immediate correction. The Proposer will have ten (10) continuous Business Days to fix any defects after the initial UAT period.
 - b. The County will conduct the second round of UAT for ten (10) continuous Business Days, and the Proposer will have ten (10) continuous Business Days to fix any defects found after the second UAT period.
 - c. The County will conduct the third round of UAT for ten (10) continuous Business Days. If any defects are found, the Proposer will Provide a written plan to achieve Acceptance or to make corrections or replacements within a mutually agreed upon time period.
- 9. The County will conduct a security/penetration test and will require the Proposer to resolve issues found during the testing before Go-live.
- 10. The County will conduct performance and load testing. Load testing is done to identify the peak load conditions at which the Solution fails. Performance testing involves verifying that certain user actions do not exceed the performance requirements in Attachment D Proposer Response Template-Matter and Attachment E- Proposer Response Template-Case. The Proposer shall resolve any issues that are found during the County's performance and load testing.

- 11. The Proposer and the County will track defects found during testing in the County's instance of Azure DevOps.
- 12. If the Proposer plans on an Agile/Scrum model then, at the end of each two (2) week configuration and/or development period, the Proposer and the County will conduct a bug triage meeting to review each bug's initial report, comments, reproducibility, and any attached patches. The County will determine each bug's priority and status and whether to change them. The Proposer shall assign developers to fix the bug or to implement an enhancement.
- G. DELIVERABLE 700: Training and Documentation

The Proposer shall provide training services for all Solution components. These services include planning and coordination, development of training materials and tools, and delivery of training to end-users, System Administrators, and PAO partners.

- 1. The Proposer shall develop a Training Plan that will be Acceptable to the County to fully prepare the System Administrators to support the Solution and for end users to be fully capable of using the Solution. The Training Plan shall be submitted to the County at least ninety (90) days prior to when training is scheduled to begin. The Training Plan shall include at a minimum the following:
 - a. Onsite or Virtual Training Approach training will need to be delivered within an 8 hour workday window, while staff are on shift
 - b. Training Audience shall include End User, System Administrator, & 'Train the Trainer'
 - c. Curriculum
 - d. Learning Objectives
 - e. Types of Training shall include classroom training, computerbased training, train-the-trainer sessions, training materials (facilitator/user guides, desk aids, etc.)
 - f. Number of Classes
 - g. Length of Classes
- 2. The Proposer shall Provide initial training on all CMS components to County subject matter experts, developers, and administrators as part of system adoption process. This training shall include training on the technical and functional features and controls of all of the components that make up the Solution. This training should identify the design decisions that will be made in preparing the system for implementation.
- 3. The Proposer shall Provide trainers to deliver onsite and online training on all Solution components. The Proposer shall begin conducting end user

training after UAT is Accepted and at least three (3) months prior to Go-Live.

- a. **End Users** Approximately 250
 - (1) The County will provide a user training facility with a trainer computer, projector, and projection screen or blank wall; and fifteen (15) computers to train fifteen (15) users at a time (one computer per one user). County IT staff will install each training computer with any tools and software to support the training. The County will also provide both wired and wireless persistent access to the Internet both inside the training facility and onsite in the County offices for the trainers to use during training.
 - (2) The County will schedule staff from the PAO for the appropriate training sessions. The Proposer shall provide instructor-led training for all users with two (2) instructors per training session, using step-by-step instructions and hands-on training. At least one (1) System Administrator from the County will attend each user training session to provide hands-on assistance to users, answer procedural questions asked by staff during training, and help enforce office-wide policies on the use of the Solution.
 - (3) The Proposer shall also provide user guides and Training Scripts. Proposer shall provide a Training Environment available for users. As changes occur to the Solution, the Proposer should Provide Training Scripts that support the changes. Release notes should be provided to the System Administrator at least thirty (30) Days prior to new functionality being implemented and the Proposer shall provide a call in opportunity for the System Administrator to ask questions.
 - (4) User training shall include, but is not limited to:
- 4. How to access the Solution
- 5. Basic Operational Skills navigation, menus, editing, help features, and other basic functions for all components of the system
- 6. Document Management
- 7. The major PAO processes, including but not limited to:
 - a. Matter Management
 - (1) Client Matter Identification
 - (2) PAO Assignment
 - (3) Attorney Response
 - (4) Case Creation

- (5) Categorization under General Advising Matter
- (6) Advice Finalization
- (7) Closure of Individual Matters
- b. Case Management
 - (1) Incoming Potential Cases
 - (2) PAO Investigation
 - (3) Case Creation
 - (4) Settlement Denied, Lawsuit Filed
 - (5) PAO Assignment
 - (6) Discovery Phase
 - (7) Motions Practice
 - (8) Mediation/Settlement Attempts
 - (9) Trial
 - (10) Appellate Process
 - (11) Closing a Case Concluded
 - (12) Case Archiving
- 8. How to create and manage notifications
- 9. How to search & query the Solution
- 10. How to generate, customize and create reports
- How to generate, customize and create document templates
- 12. How to send and receive messages, both internally to the Solution and externally of the Solution
- 13. Administrator

The Proposer shall conduct System Administrator training on-site and via periodic webinars, to provide the designated staff with:

- a. In-depth understanding of how the Solution works (user training)
- b. A review of Industry Standards in the configuration and use of the Solution
- c. The knowledge to configure the following:
 - (1) Security and Access setting
 - (2) Solution individual and role-based security profiles
 - (3) Solution tables
 - (4) Configuration of new attributes
 - (5) Displayed/hidden fields and field labels
 - (6) Individual and role-based security profiles
 - (7) Event business rules

- (8) MS Exchange integration preferences (emails, calendars, schedules)
- (9) Workflow configuration
- (10) Notification configuration
- (11) Document template creation and configuration
- (12) Data merge fields and formatting
- (13) Instruction on data conversion auditing
- d. Troubleshooting
- e. Query and reports creation and configuration
- f. General system administration
- g. The Proposer shall provide additional System Administrator training after Go-Live and user training are completed, to include at minimum Solution maintenance tables, reports, user security, document template creation and maintenance.
- h. 'Train the Trainer'

The Proposer shall conduct 'Train the Trainer' training to the County's trainers to enable them to successfully deliver end user training post Go-Live.

- 14. Proposer shall Provide training materials and technical documentation for all CMS components. The training materials shall be customized by the Proposer and will accommodate varying levels of user capabilities and functions. The Proposer shall make available to the County all data files and (if necessary) software used for this effort. The County shall be granted the right to use, modify, reproduce, and distribute all training materials, without limitation, as it is deemed appropriate during and after project implementation. Documentation shall include, but is not limited to, the following:
 - a. Instructor Led Training materials to support classroom training
 - b. Scenario based Facilitator (e.g., quiz with answers) and Participant (e.g., quiz no answers) Guides for training sessions customized to reflect the County's environment.
 - c. An agenda/syllabus for each course
 - d. Customized Computer-Based Training and all associated electronic files
 - e. Course Evaluations/Feedback Templates
 - f. Job-specific desk-aids
 - g. On-line help
 - h. Step-by-step process instructions

- i. General system administration
- j. Technical configuration (including workstation configuration)
- k. Infrastructure administration
- I. Troubleshooting procedures
- m. Data Dictionary
- n. Web Services and/or API
- 15. Proposer shall Provide qualified instructors to deliver the training. Proposer shall develop and administer an assessment that ensures that end users and System Administrators achieve a 95% passing grade Instructors shall ensure that knowledge transfer occurs successfully, defined as follows:
 - a. Ninety-five percent (95%) of trainees meeting course prerequisites have a basic understanding of the material covered and are capable of performing the various functions unassisted after the training session. Proficiency and successful knowledge transfer shall be demonstrated by a score of 95% or higher on a mutually agreed upon evaluation method, typically a multiplechoice test or examination, conducted after completion of the training session
- 16. Proposer shall implement a process to refresh the training environment in a way that supports the Training Plan.
- H. DELIVERABLE 800: Creation of a Go-Live Plan
 - 1. Proposer with assistance from the County shall develop a Go-Live Plan that is Acceptable to the County.
 - 2. The **Go-Live Plan** shall include at minimum:
 - a. The <u>Cutover Plan</u> an instructional (step by step) document used to deploy the Solution into the County production environment. The plan shall include the resources assigned to each task and an estimated duration estimate (in minutes, obtained by trial runs) for each task.
 - b. <u>Dress Rehearsal Plan</u> a plan to test & validate the Deployment Plan and simulate daily activity to verify that business process flows, interfaces, integrations, and batch processes run correctly. The plan will include at least two (2) Dress Rehearsals that begin after UAT is accepted.
 - c. Go-Live Readiness Assessment Checklist
 the criteria used to conduct a comprehensive audit to validate that the Solution is ready for Go-Live. All Work affecting the deployment will be identified in the checklist and the assessment will be used by the County to confirm the Work as complete. The assessment will be

- used in addition to Exhibit 12 Implementation Readiness Checklist.
- d. Rollback Plan a detailed procedure that explains when and how to make backups and how to restore them. It specifies the criteria for when to use the rollback procedure, and it may include different rollback procedures for different types of problems. The Rollback Plan shall be tested during the Dress Rehearsals.
- e. <u>Go-Live Support Plan</u> the roles and responsibilities of the Proposer's and County's resources that will provide support during the Go-Live period and thirty
- f. (30) days after the Solution has been stabilized (all Go-Live issues have been resolved). It establishes the process that will be used to resolve issues in a timely manner, including the escalation process, the levels of support, team contact information, and war room/conference bridge information.
- g. <u>Solution Maintenance Plan</u> the plan for supporting and maintaining the Solution post Go-Live.
- 3. The Proposer shall conduct at least two (2) full Dress Rehearsals with support from County staff as needed. The full Dress Rehearsal shall include implementation of the Roll Back Plan. The Proposer shall Provide support staff onsite for each Dress Rehearsal.
- 4. The Proposer and County shall conduct a readiness assessment after each Dress Rehearsal. The Proposer and the County shall discuss every open item and its impact on going live without resolution. The County, with Proposer input, shall prepare a readiness assessment document that will assess all risks affecting Go-Live, and provide recommendations to mitigate such risks.
- 5. Upon Acceptance of the Proposer's and County's readiness assessments, the County shall proceed with the final Go-Live plan. During the Go-Live weekend, the County shall execute the Cutover Plan with the assistance of the Proposer. The County will make a final Go/No-Go Decision after the cutover to production and Go-Live testing have been completed.
- 6. The Proposer shall install all upgrades on County environments prior to Go-Live. User Acceptance testing, Dress Rehearsals, and Training shall occur with the latest version of the Solution.
- 7. Based on the time needed to run the data conversion & migration and resource availability, the County and Proposer will agree on the timeframe when the County will provide a final back-up of the production data from legacy systems before the Go-Live date. At the agreed to date and time, the County will provide data extracts, and the Proposer shall provide the final data conversion.

- 8. Proposer shall load the converted data into the production database by the mutually agreed to number of Days before the Go-Live date. County staff will access the Solution to perform data checking, and confirm a successful conversion; notifying the Proposer when the data check is complete.
- 9. The County and the Proposer will agree on the day of the week before Go-Live on which the County will provide a final back-up of the production data from the legacy systems, based on the time needed to run the conversion and the availability of County IT staff. On the day jointly agreed upon by the County and the Proposer, the County will provide the data extracts to staging, and the Proposer will perform the final data conversion. County staff will logon to the Solution to perform Solution testing to confirm a successful conversion, and will notify the Proposer when the Solution testing is complete.
- I. DELIVERABLE 900: Go-Live Support and Post-Live Support

The Proposer shall provide the support staff needed for a successful Go-Live. The number of support staff on-site at locations designated by PAO for the Go-Live period will be mutually agreed upon by the County and Proposer, but not less than the number of support staff shown in the table below. The Proposer shall track the status of all Go-Live issues until the issue has been resolved and Accepted by the County. All Go-Live issues will be tracked in Azure DevOps. The number of days for Go-Live Support may be reduced based on the Go-Live status and mutual agreement between the County and Proposer.

	Colu			
Site	AM	PM		
Days				Total
1-10	1	1		2
11-20	1	1		2
21-30	1	1		2

It is expected that the Proposer's technical support staff will be available by phone and email 24/7 during Go-Live and post Go-Live.

SECTION 3 PROJECT MANAGEMENT

3.1 Project Management and Planning

- A. The Proposer shall leverage an Agile Project Delivery process, including at minimum:
 - 1. Brief daily meetings per project work stream (i.e. Configuration, Data Conversion & Migration, Interface development, etc.) to discuss what each team member (County & Proposer) accomplished on the previous day, what they plan to accomplish that day, and any impediments to completing work assignments.
 - 2. Delivery of portions of the Solution for each project work stream in iterations of two (2) week increments with demonstrations to the County project team at the end of each period.
 - 3. Quarterly demonstrations of the Solution to the project steering committee.
- B. Proposer shall assign to the Project a Contractor Project Manager of a management level sufficient to assure timely responses from all Contractor personnel and whose resume and qualifications will be reviewed and approved by the County prior to his or her appointment as Contractor Project Manager. The approval process may include, at the County's discretion, an interview with the proposed original and any replacement Project Manager. The County will not unreasonably delay or deny approval of the Project Manager. The Project Manager shall be responsible for acting as a liaison with the County Project Manager.
 - Proposer represents and warrants that the Project Manager shall be fully qualified to perform the tasks required of that position under this Contract. The Project Manager shall function as Proposer's authorized representative for all management and administrative matters not inconsistent with the provisions contained herein. The Project Manager shall be able to make binding decisions and approve Change Orders for the Proposer.
 - 2. The Project Manager shall not be changed from the person proposed in the Proposal. The Proposer shall provide thirty (30) Days advance notice prior to the removal or replacement of the Project Manager. The Proposer shall submit a resume and obtain approval of the replacement Project Manager from the County, prior to his or her beginning work on the Project. Proposer shall temporarily fill the Project Manager within seven (7) days of it being vacated and shall fill the position with a permanent fulltime replacement within thirty (30) days of the Project Manager's removal or departure.
 - 3. Any written commitment by the Project Manager and persons designated by him or her in writing for this purpose, within the scope of the Contract, shall be binding upon Proposer.

- 4. The Project Manager shall be responsible for the oversight of all Contract-related activities performed by Proposer including, but not limited to:
 - a. Acting as a liaison between Proposer and County
 - b. Ensuring Proposer's compliance with the terms of the Contract, including securing and coordinating necessary resources to ensure such compliance
 - c. Receiving and responding to all inquiries and requests made by the County related to this Contract, in accordance with the time frames and formats specified by the County
 - d. Ensuring that Proposer Staff shall be available to participate in County activities related to this Contract
- C. Proposer shall assign Key Staff for the project. Prior to the Effective Date, Proposer shall have provided to the County an organization chart of Proposer's Staff, including names of Key Staff for the project and positions during Services. Proposer shall also provide to the County job descriptions for Key Staff positions.
 - 1. Except in the case of a legally required leave of absence, sickness, death, termination of employment or unpaid leave of absence, Key Staff shall not be changed during the project from the people who were described in the Proposal and after Go-Live of the System without the prior approval from the County until completion for their assigned tasks, as described in the Proposer Work Plan. The Proposer shall provide thirty (30) Days advance notice prior to the removal or replacement of any Key Staff. Proposer shall provide the County with a resume of any member of its Key Staff or Sub-Proposer's Key Staff assigned to or proposed to be assigned to any aspect of the performance of this Contract prior to commencing any Services. Proposer shall temporarily fill the Key Staff position within seven (7) days of it being vacated and shall fill the position with a permanent fulltime replacement within thirty (30) days of the Key staff member's removal or departure.
 - 2. All staff proposed by Proposer as replacements for other staff shall have comparable or greater skills for performing the activities as performed by the staff being replaced.
 - Proposer assumes sole and full responsibility for its acts and the acts of its personnel. Proposer shall ensure that any transition to new Key Staff shall not affect the schedule or provision of Services.
- D. Proposer shall assign to the project an Executive Account Manager of a management level with sufficient authority to address Proposer's ability to meet project schedule, handle potential changes in project scope or costs, and address Proposer resource needs or challenges. The Executive Account Manager shall be responsible for acting as a liaison with the

County Project Business Owner and the County Director of Delivery Services.

- The Proposer's Executive Account Manager shall be fully qualified to perform the tasks required of that position. The Executive Account Manager shall have management authority over the Proposer's Project Manager and other Key Staff assigned by the Proposer. The Executive Account Manager shall be able to make binding decisions for the Proposer.
- 2. The Executive Account Manager shall not be changed from the person proposed. The Proposer shall provide thirty (30) Days advance notice prior to the removal or replacement of the Executive Account Manager. Proposer shall temporarily fill the Executive Account Manager position within seven (7) days of it being vacated and shall fill the position with a permanent fulltime replacement within thirty (30) days of the Executive Account Manager's removal or departure.
- 3. Any written commitment by the Executive Account Manager and persons designated by him or her in writing for this purpose, shall be binding upon Proposer.
- E. The County will control and maintain the Integrated Work Plan for the Project. The Integrated Work Plan shall be comprised of the Proposer Work Plan. The Integrated Work Plan shall provide detailed information, in a Microsoft Project document, including but not limited to tasks, Deliverables, schedule, task dependencies, identification of resource requirements, and Critical Events. The Integrated Work Plan shall be inclusive of the mutual expectations and work to be performed by the County and Proposer in order to complete the Project successfully.
- F. The Proposer shall deliver a Proposer Work Plan using Microsoft Project, including but not limited to tasks, Deliverables, schedule, task dependencies, identification of resource requirements, and Critical Events. The Proposer Work Plan shall be organized in a way that supports the project delivery process best suited for the solution. In the event of failure of the parties to agree upon the Work Plan and/or of the County to give its Acceptance thereof within forty-five (45) days of the Effective Date, the County may immediately terminate this Contract.
 - The Proposer Work Plan shall be complete and include at a minimum for each task/subtask, the following:
 - a. Durations (no longer than 5-10 days) and estimated level of effort (in hours)
 - b. Baseline Start/Finish dates
 - c. Actual Start/Finish dates
 - d. Resource assignments

- e. Dependencies
- 2. The schedule shall not change as a result of time required by Proposer to correct Defects, unless otherwise agreed beforehand in writing by the County. However, the schedule may, in the County's discretion, be extended on a day-to-day basis to the extent that the County's review of a Deliverable and review of corrections of Defects in accordance with the Acceptance process and Acceptance Test Plan is longer than described in the schedule.
- 3. Proposer shall provide proposed updates to the Proposer Work Plan regularly (no less than weekly) and as otherwise necessary throughout the Project to accurately reflect the status of activities, tasks, events, Services, and projected schedule for such activities, tasks, events and Services. Any such update changes shall be agreed upon by the County prior to incorporation into the Proposer Work Plan. However, unless otherwise specifically agreed to in writing, the County's agreement on a change to the Proposer Work Plan will not relieve Proposer of liability for liquidated damages and other damages arising from such failures to perform its obligations as required herein.
- G. The Proposer shall provide regular, written status reports to the County.
 - 1. Timing and format of status reports. The status reports will include at a minimum:
 - a. Key activities performed during the report period
 - b. Key activities planned for the report period that did not occur and why they did not occur
 - c. Key activities planned for the next report period (including any dependencies on County staff)
 - d. Progress on critical events
 - e. Status of scope, schedule (including percentage of completion for tasks that are in progress), and budget
 - Major issues affecting the project and activities underway to resolve issues
 - g. Major risks affecting the project and activities underway to mitigate risks
 - h. Decisions made during the report period
 - i. Pending decisions and status of activities underway to get resolution.
 - i. The status reports shall be sent weekly via email

2. The Proposer's Project Manager shall conduct status meetings with the County Project Manager to review and report status, resolve issues, and manage risks.

The status meetings will be working meetings where the Proposer's Project Manager and the County Project Manager work together to update the project schedule. The County Project Manager shall determine the frequency and location of the status meetings, which shall be no less than weekly, but as often as daily, depending on the project phase or upon the County's request.

- 3. Issue tracking process and Documentation
- H. The Proposer shall provide a Project Management Plan that includes the following:
 - County approved project plan that contains; estimated list of project phases/iterations, start/end dates, contingencies, milestones, resources, and deliverables
 - 2. Estimate of hours and project team titles of County and Proposer personnel
 - 3. Estimate of the division of labor between Proposer and King County resources
 - 4. Change Management Plan
 - 5. Communication Plan with Contact Information of Contract staff assigned to the project
 - 6. Risk Management Plan including the methodology for risk identification, tracking, and mitigation/contingency planning
 - 7. Issue Management Plan methodology of issue identification, tracking, and resolving
- I. The Proposer's Project Manager shall track all progress against the approved Work Plan and shall report status to the County Project Manager according to the approved Proposer's Work Plan.
- J. Proposer's Project Manager shall implement, manage, and execute issues and risk management procedures. Mitigation plans or acceptance of any risk shall be reviewed and approved by the County.
- K. Approved Solution changes and modifications shall be added to the Contractor Work Plan.
- L. An updated Project Plan in MS Project format shall be submitted weekly via email. The Proposer shall submit the initial Project Plan in the Proposal, and the Proposer shall submit an updated Project Plan within thirty (30) Days after the Effective Date to establish the schedule baseline that will be used to track performance. Once the County approves the Project Plan shall be binding into the Contact as if fully set forth herein.

- M. The Proposer shall conduct a multi-day, project review (kickoff) meeting at the County's location within seven (7) days from Effective Date unless mutually agreed upon by the Proposer and the County. This shall include planning meetings to kick off the development of the following deliverables: Integrated Work Plan, Fit/Gap Analysis Report, Interface & Data Exchange Plan, Data Conversion & Migration Plan, and the Test Plan.
- N. Issue and Risk tracking using the County's SharePoint site. Requirements and Defects shall be tracked in the County's instance of Team Foundation Server.
- O. The Proposer shall participate and provide updates to steering committee monthly via in person or online meeting.
- P. The Proposer shall participate in the County's phase gates for IT Projects. More information about the phase gates is available in Exhibit 9– KCIT Phase Gates. The project will be in Gate 2 when the Contract is awarded.
- Q. The County shall reserve the right to reject any of the Proposer's employees or Sub- Proposers (i) whose qualifications, do not meet the standards established by the County as necessary for the performance of the Services; or (ii) whom the County identifies as being unacceptable.

3.2 Timeline

Proposer acknowledges the County's desire to Go-Live no later than December 2026. Proposer agrees that critical project milestones and deadlines will need to be met in order for that date to be achieved. Proposers are expected to recommend an implementation plan and schedule based on their previous experience with implementations of similar scope and complexity.

Specifically, the County is interested in reviewing a desired outcome around a cutover approach which best optimizes risk management, timeliness, efficiency/productivity and case matter and management service. The County expects the Proposer to bring significant expertise and insight related to large system conversions. A comprehensive examination of the existing technical environment, business workflows, required interfaces, regulation-based event scheduling, etc. should enable the Proposer to develop a detailed implementation strategy to successfully replace the existing systems.

The County and Proposer will need to agree to the Go-Live option to ensure success:

- A. Direct Cutover: A "big bang" approach, where all users associated with the old system move to the comprehensive, fully-functioning new system on a given date
- B. Parallel Operation: A modified "big-bang" approach where the old system and new system run at the same time, users learn the new system while still working on the old and when requirements for the

new system is met, the switch is made.

- C. Phased Operation: The cutover and adoption of the new CMS occurs in phases over an extended period of time and all users are migrated to the new system in an orchestrated series of steps. A proposed data synching model to be used with this approach will be provided by the County as a part of Deliverable #5 Data Conversion & Migration Plan.
- D. Alternative: A hybrid approach, using combinations of the above or, a different approach recommended by the Proposer

As noted in Attachment D-Proposer Response Template-Matter and Attachment E – Proposer Response Template - Case, the CMS operations are extremely interdependent and driven by regulated processes. The retirement of the existing systems and the introduction of new workflows and automations is a complex endeavor and the County will carefully consider a Proposer's recommendation around timelines and launch strategies.

3.3 Schedule

The Proposer and County shall review and update as needed the following preliminary timeline during project initiation. The timeline for deliverables with the exception of the Go-Live Date may be modified by the County after the following deliverables have been completed and Accepted: Solution Requirements Specification, Data Conversion Plan, and Interface Design and Development Plan. The Go-Live End Date must not move beyond 12/31/2026. The timeline below is a high level schedule and does not include all of the tasks and dates that are required to complete the project successfully.

The timeline below is a high level schedule. This timeline does not include all of the deliverables and dates that are required to complete the project successfully.

	Deliverable	Begin Date	End Date	Dependency
#1	Architecture and Technical	Contract	Contract	
	Specifications	Negotiations	Negotiations	
#2	Updated Proposer Work	Effective	30 days after	
	Plan	Date	Effective Date	
#3	Fit/Gap Analysis	Effective	30 days after	
		Date	Effective Date	
#4	Interface and Data	Effective	30 days after	
	Exchange Plan	Date	Effective Date	
#5	Data Conversion &	Effective	30 days after	
	Migration Plan	Date	Effective Date	
#6	Test Plan	Effective	30 days after	
		Date	Effective Date	

#7	Initial training for Subject Matter Experts, Developers, and Administrators	Effective Date	60 days after Effective Date	
#8	Configuration Management & Implementation Plan	30 Days after Effective Date	60 days after Effective Date	
#9	Training Plan	Effective Date	60 days after Effective Date	
#10	Go-Live Plan	Effective Date	6 months after Effective Date	
#11	Solution Configuration	Effective Date	6 months after Effective Date	
#12	Reports	Effective Date	8 months after Effective Date	
#13	Document Templates	Effective Date	8 months after Effective Date	
#14	Interfaces & Data Exchanges	Effective Date	9 months after Effective Date	
#15	Data Conversion & Migration	Effective Date	9 months after Effective Date	
#16	User Acceptance Testing	Effective Date	1 months prior to Go-Live	Shall begin after #11 – 15 are complete
#17	First Readiness Assessment	9 after Effective Date	10 months after Effective Date	Shall begin after #10
#18	Training	6 months after Effective Date	Go-Live	Shall begin after #16 is complete
#19	Dress Rehearsals	10 months after Effective Date	2 weeks prior to Go-Live	Shall begin after #16, #17 is complete

3.4 Escalation Process

A standard escalation process will be used to resolve (1) disputes such as the County and Proposer are unable to agree as to whether or not a Change Request is necessary or whether a Deliverable has satisfactorily been completed; and (2) Contract performance issues such as when a milestone date is missed or quality issues arise. The standard escalation process for dispute and issue resolution is as follows:

- A. The County's PAO Project Manager (or designee) shall notify in writing the Proposer's Project Manager of the dispute within five (5) Business Days upon learning of the issue. The County's PAO Project Manager (or designee), and Proposer's Project Manager will make a good faith effort to settle the dispute or issue within two (2) Business Days.
- B. In the event the dispute is not resolved as set forth above within two (2) Business Days, the dispute will be forwarded, in writing, to County's Business Lead (or designee) PAO's Director of Information Technology (or designee), and Proposer Executive Account Manager. Such directors shall make a good faith attempt to settle the dispute or issue within five (5) Business Days.
- C. Should the dispute not be resolved by County's Business Lead (or designee), PAO's Director of Information Technology and Proposer Executive Account Manager within five (5) business days, it will be escalated, in writing to the PAO's Chief of Staff. Such executives shall attempt to settle the dispute or issue within five (5) Business Days.
- D. In the event the dispute or issue is not resolved as set forth above, the County and Proposer will follow Section 8, Claims and Appeals; Dispute Resolution, of the Contract terms and conditions.

3.5 Performance Standards and Assessed Fees

Proposer shall maintain the Solution, in whole and in part, and Services to meet the Performance Standards.

Proposer and County will conduct tests for measuring and certifying Α. the achievement of the Performance Standards as described in the Exhibit 12 – Performance Standards and Assessed Fees. Proposer shall implement all testing, measurement and monitoring tools and procedures required to measure and report Proposer's performance of the Solution and Services against the applicable Performance Standards. Such testing, measurement and monitoring shall permit reporting at a level of detail sufficient to verify compliance with the Performance Standards and will be subject to audit by the County. Proposer shall provide the County with information and access to all information or work product produced by such tools and procedures upon request for purposes of verification. If the Solution and/or Services fail to meet all Performance Standards, Proposer shall modify, reconfigure, upgrade, or replace Equipment and/or Software at no cost to the County in order to ensure that the Solution and Services comply

with such Performance Standards.

3.6 Location of Work

All Contractor staff Work shall occur within the continental United States and all King County data shall be stored and processed within the continental United States.