# BOARD OF SUPERVISORS AGENDA ITEM REPORT
## CONTRACTS / AWARDS / GRANTS

○ Award ◉ Contract ○ Grant

**Requested Board Meeting Date:** September 7, 2021

***= Mandatory, information must be provided**

**or Procurement Director Award** ☐

***Contractor/Vendor Name/Grantor (DBA):**
Karpel Computer Systems, Inc. dba Karpel Solutions (Headquarters: St. Louis, MO)

***Project Title/Description:**
Legal Case Management System

***Purpose:**
Award: Master Agreement No. MA-PO-21-214. Contract is for a term of five (5) years in the not-to-exceed amount of $2,500,000.00. Administering Department: Pima County Attorney's Office.

***Procurement Method:**
Pursuant to Pima County Procurement Code 11.24.010, Cooperative procurement authorized, for Requistion No. 21-251, the Procurement Director approved the use of Pinal County Contract No. 200125RFP, which was awarded through competitive procedures reasonably similar to those set forth by Pima County Procurement Code.

PRCUID: 418756

Attachment: Cooperative Procurement Agreement.

***Program Goals/Predicted Outcomes:**
A paperless case processing system that will maintain case work and constitutionally required legal evidence, providing attorneys and PCAO staff with digital access to these files.

***Public Benefit:**
Aligns with County sustainability goals and reduces taxpayer burden by eliminating excessive paperwork, allowing remote access when staff is unable to work onsite, and consolidates all related files into one searchable database.

***Metrics Available to Measure Performance:**
System uptime and quality of services provided.

***Retroactive:**
No.

To: COB 8/25/21 (1)
Pgs: 172
Ver: 1

**Contract / Award Information**

Document Type: MA Department Code: PO Contract Number (i.e.,15-123): 21-214

Commencement Date: 09/07/2021 Termination Date: 09/06/2026 Prior Contract Number (Synergen/CMS):

☒ **Expense Amount: $*** 2,500,000.00 ☐ Revenue Amount: $

***Funding Source(s) required:** General Fund
State Traffic Safety Information System Improvements (GOSH Grant)

Funding from General Fund? ○ Yes ○ No If Yes $ % 75

Contract is fully or partially funded with Federal Funds? ☒ Yes ☐ No

**If Yes, is the Contract to a vendor or subrecipient?** **Vendor**

Were insurance or indemnity clauses modified? ☐ Yes ☒ No

*If Yes, attach Risk's approval.*

Vendor is using a Social Security Number? ☐ Yes ☒ No

*If Yes, attach the required form per Administrative Procedure 22-10.*

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**Amendment / Revised Award Information**

Document Type: Department Code: Contract Number (i.e.,15-123):

Amendment No.: AMS Version No.:

Commencement Date: New Termination Date:

Prior Contract No. (Synergen/CMS):

○ Expense or ○ Revenue ○ Increase ○ Decrease Amount This Amendment: $

Is there revenue included? ○ Yes ○ No If Yes $

***Funding Source(s) required:**

Funding from General Fund? ○ Yes ○ No If Yes $ %

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**Grant/Amendment Information** (for grants acceptance and awards) ○ Award ○ Amendment

Document Type: Department Code: Grant Number (i.e.,15-123):

Commencement Date: Termination Date: Amendment Number:

☐ Match Amount: $ ☐ Revenue Amount: $

***All Funding Source(s) required:**

***Match funding from General Fund?** ○ Yes ○ No **If Yes $** %

***Match funding from other sources?** ○ Yes ○ No **If Yes $** %

***Funding Source:**

***If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?**

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Contact: Troy McMaster, Procurement Officer Troy McMaster Digitally signed by Troy McMaster DN: cn=Troy McMaster, o=Pima County, ou=Procurement Department, email=troy.mcmaster@pima.gov, c=US Date: 2021.08.24 10:32:25 -07'00' Ana Wilber Digitally signed by Ana Wilber Date: 2021.08.24 16:46:21 -07'00'

Department: Procurement Director Terri Spencer Digitally signed by Terri Spencer Date: 2021.08.24 16:53:20 -07'00' Telephone: 520.724.8728

Department Director Signature/Date: Arika Wells Digitally signed by Arika Wells Date: 2021.08.25 08:55:03 -07'00'

Deputy County Administrator Signature/Date: 8/25/2021

County Administrator Signature/Date: C. Richelberg 8/25/21
*(Required for Board Agenda/Addendum Items)*

| | |
|---|---|
| **Pima County** Procurement Department<br>**Administering Department:** Pima County Attorney's Office | |
| **Project:** | Legal Case Management System |
| **Contractor:** | Karpel Computer Systems, Inc. dba Karpel Solutions<br>9717 Landmark Parkway, Suite 200<br>St. Louis, MO 63127 |
| **Amount:** | $2,500,000.00 |
| **Contract No.:** | MA-PO-21-214 |
| **Funding:** | GOSH Grant; Special Revenue; General Fund |

## COOPERATIVE PROCUREMENT AGREEMENT

1. **Parties, Background and Purpose.**

   1.1. **Parties**. This Cooperative Procurement Agreement ("Contract") is between Pima County, a political subdivision of the State of Arizona ("County"), and Karpel Solutions ("Contractor").

   1.2. **Purpose**. The Pima County Pima County Attorney's Office (PCAO) requires the a paperless case processing system to maintain casework and constitutionally required legal evidence. PCAO may also replace its Civil Division case management and document management systems.

   1.3. **Authority**. County is authorized by Pima County Code § 11.24.010 and A.R.S. § 41-2632 to enter into cooperative purchasing arrangements. County has entered into such an agreement with Pinal County (County contract no. 01-26-V-113981-1190).

   1.4. **Contract**.

   1.4.1. Pinal County entered into a contract (200125RFP) for PROSECUTORbyKarpel® and HOSTEDbyKarpel®, which is currently in effect (the "Lead Agency Contract"). The Lead Agency Contract is attached to this Contract as **Exhibit A** (126 pages).

   1.4.2. Section 14.16 of the Lead Agency Contract provides that another governmental entity with which Lead Agency has a cooperative purchasing agreement may, with Contractor's approval, purchase products and services at the same prices and under the same terms as in the Lead Agency Contract.

2. **County's Standard Terms and Conditions.** The parties agree to the following additional terms and conditions for this Contract. In the case of a conflict, these terms shall prevail over the terms in any other contract.

   2.1. **Contract Term**. The term of this Contract commences on September 7, 2021 and will terminate on September 6, 2026. If the Lead Agency Contract is not extended beyond its original two-year term ending on September 29, 2022, the parties agree to be bound by the terms in the Lead Agency Contract as modified below through September 6, 2026. The parties may also agree to amend and restate this contract if the Lead Agency contract expires at any time before September 6, 2026.

2.2. **Compensation and Payment.**

2.2.1. Rates; Adjustment. County will pay Contractor at the rates set forth in **Exhibit B: Contract Pricing** (2 pages) except that County will only pay contractor for Data Conversion: Civil (LawBase and Worldox) if County decides to use PROSECUTORbyKarpel® and HOSTEDbyKarpel® for functions related to the PCAO Civil Division. Those rates will remain in effect during an Extension Option period unless Contractor, at least 90 days before the end of the then-existing Term, or at the time the County informs Contractor that the County intends to extend the Term, if that is earlier, notifies County in writing of any adjustments to those rates, and the reasons for the adjustments.

2.2.2. Expenses. All contract related travel plans and arrangements must be prior-approved by the County. County will pay Contractor reasonable travel and accommodation expenses, as follows. Lodging, per diem and incidental expenses incurred must be reimbursed based on current U.S. General Services Administration (GSA) domestic per diem rates for Tucson, Arizona. Contractors must access the following internet site to determine rates (no exceptions): www.gsa.gov. Reasonable accommodation will consist of a compact rental car.

2.2.3. Not-To-Exceed (NTE) Amount. County's total payments to Contractor under this Contract, including any sales taxes, may not exceed $2,500,000.00 (the "NTE Amount"). The NTE Amount can only be changed by a formal written amendment executed by the Parties. Contractor is not required to provide any services, payment for which will cause the County's total payments under this Contract to exceed the NTE Amount; if Contractor does so, it is at the Contractor's own risk.

2.2.4. Sales Taxes. The payment amounts or rates in **Exhibit B** do not include sales taxes. Contractor may invoice County for sales taxes that Contractor is required to pay under this Contract. Contractor will show sales taxes as a separate line item on invoices.

2.2.5. Timing of Invoices. Contractor will invoice County 50% of Software User Licenses upon contract execution, and the remainder (to include first year annual fees) upon completion of implementation and training. Thereafter, Contractor will invoice County on an annual basis unless a different billing period is set forth in **Exhibit B**. County must receive invoices no more than 30 days after the end of the billing period in which Contractor delivered the invoiced products or services to County. County may refuse to pay for any product or service for which Contactor does not timely invoice the County and, pursuant to A.R.S. § 11-622(C), will not pay for any product or service invoiced more than 6-months late.

2.2.6. Content of Invoices. Contractor will include detailed documentation in support of its invoices and assign each amount billed to an appropriate line item.

2.2.7. Invoice Submittal. Invoices are to be sent to:

Pima County Finance & Risk Management – Accounts Payable
P.O. Box 791
Tucson, AZ 85701

**2.2.8.** Invoice Adjustments. County may, at any time during the Term and for five (5) years following the termination of this Contract, question any payment under this Contract. If County raises a question about the propriety of a past payment,

Contractor will cooperate with County in reviewing the payment. County may set-off any overpayment against amounts due to Contractor under this or any other contract between County and Contractor. Contractor will promptly pay to County any overpayment that County cannot recover by set-off.

2.3. **Insurance.** Contractor will procure and maintain at its own expense insurance policies (the "**Required Insurance**") satisfying the below requirements (the "**Insurance Requirements**") until all of its obligations under this Contract have been met. The below Insurance Requirements are minimum requirements for this Contract and in no way limit Contractor's indemnity obligations under this Contract. The County in no way warrants that the required insurance is sufficient to protect the Contractor for liabilities that may arise from or relate to this Contract. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy the Insurance Requirements.

2.3.1. Insurance Coverages and Limits. Contractor will procure and maintain, until all of its obligations have been discharged, coverage with limits of liability not less than those stated below. Coverage must be placed with insurers acceptable to the County with A.M. Best rating of not less than A-VII, unless otherwise approved by the County.

2.3.1.1. Commercial General Liability (CGL). Occurrence Form with limits not less than $2,000,000 Each Occurrence and $2,000,000 General Aggregate. Policy shall include cover for liability arising from premises, operations, independent contractors, personal injury, bodily injury, broad form contractual liability and products-completed operations. Any standard coverages excluded from the CGL policy, such as products/completed operations, etc. shall be covered by endorsement or separate policy and documented on the Certificates of Insurance.

2.3.1.2. Business Automobile Liability. Coverage for bodily injury and property damage on any owned, leased, hired, and/or non-owned autos assigned to or used in the performance of this Contract with minimum limits not less than $1,000,000 Each Accident.

2.3.1.3. Workers' Compensation and Employers' Liability. Statutory coverage for Workers' Compensation. Workers' Compensation statutory coverage is compulsory for employers of one or more employees. Employers Liability coverage with limits of $1,000,000 each accident and $1,000,000 each employee – disease.

2.3.1.4. Professional Liability (E&O Insurance). This insurance is required for work from professionals whose coverage is excluded from the above CGL policy. The policy limits shall be not less than $2,000,000 Each Claim and $2,000,000 Annual Aggregate. The insurance shall cover professional misconduct or negligent acts of anyone performing any services under this Contract.

2.3.1.5. In the event that the Professional Liability insurance required by this Contract is written on a claims-made basis, Contractor shall warrant that continuous coverage will be maintained as outlined under "Additional

Insurance Requirements – Claims-Made Coverage" located in the next section.

2.3.1.6. Additional Insurance Requirements. The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions.

2.3.1.7. Claims Made Coverage. If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this Contract, and Contractor must maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

2.3.1.8. Additional Insured Endorsement. The General Liability, Business Automobile Liability and Technology E&O Policies shall each be endorsed to include County, its departments, districts, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

2.3.1.9. Subrogation Endorsement. The General Liability, Business Automobile Liability, Workers' Compensation and Technology E&O Policies shall each contain a waiver of subrogation endorsement in favor of County, and its departments, districts, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2.3.1.10. Primary Insurance Endorsement. The Required Insurance policies must stipulate that they are primary and that any insurance carried by County, or its agents, officials, or employees, is excess and not contributory insurance.

2.3.1.11. The Required Insurance policies may not obligate the County to pay any portion of a Contractor's deductible or Self Insurance Retention (SIR). Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

2.3.1.12. Subcontractors. Contractor must either (a) include all subcontractors as additional insureds under its Required Insurance policies, or (b) require each subcontractor to separately meet all Insurance Requirements and verify that each subcontractor has done so, Contractor must furnish, if requested by County, appropriate insurance certificates for each subcontractor. Contractor must obtain County's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.

2.3.2. Notice of Cancellation. For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to County, within two (2) business days of receipt of notice, if a policy is suspended, voided, or cancelled for any reason. Such notice shall be mailed, emailed, hand-delivered or sent by facsimile transmission to the County's Contracting Representative. Notice shall include County's project or contract number and project description.

2.3.3. Verification of Coverage.

2.3.3.1. Contractor must furnish County with a certificate of insurance (valid ACORD form or equivalent approved by County) for each Required Insurance policy, which must specify that the policy has all the required endorsements, and must include County's project or contract number and project description. Each certificate must be signed by an authorized representative of the insurer.

2.3.3.2. Contractor must provide the certificates to County before work commences. Each Required Insurance policy must be in effect at least 10 days before work under this Contract commences. Contractor must provide County a renewal certificate not less than 15 days prior to a Required Insurance policy's expiration date. Failure to maintain the Required Insurance policies, or to provide evidence of renewal, is a material breach of this Contract.

2.3.3.3. County may at any time require Contractor to provide a complete copy of any Required Insurance policy or endorsement. Note: Contractors for larger projects must provide actual copies of the additional insured and subrogation endorsements.

2.3.3.4. All insurance certificates must be sent directly to the appropriate County Department.

2.3.4. Approval and Modifications. County's Risk Manager may modify the Insurance Requirements at any point during the Term of this Contract. This can be done administratively, with written notice from the Risk Manager, and does not require a formal Contract amendment. Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, nor the County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

2.4. **Indemnification.** To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless County and any related taxing district, and the officials and employees of each of them (collectively, "Indemnitee") from and against any and all claims, actions, liabilities, losses, and expenses (including reasonable attorney fees) (collectively, "Claims") arising out of actual or alleged injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by any act or omission of Contractor or any of Contractor's directors, officers, agents, employees, volunteers, or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Indemnitee will, in all instances, except for Claims arising solely from the acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. Contractor is responsible for primary loss investigation, defense and judgment costs for any Claim to which this indemnity applies. This indemnity will survive the expiration or termination of this Contract.

2.5. **Grant Compliance.** Contractor will comply with all requirements attached in **Appendix A** (2 pages).

2.6. **Choice of Law; Venue**. The laws and regulations of the State of Arizona govern the rights and obligations of the parties under this Contract. Any action relating to this Contract must be filed and maintained in the appropriate court of the State of Arizona in Pima County.

2.7. **Americans with Disabilities Act.** Contractor will comply with Title II of the Americans with Disabilities Act (Public Law 110-325, 42 U.S.C.§§ 12101-12213) and the federal regulations for Title II (28 CFR Part 35).

2.8. **Public Records**.

2.8.1. Disclosure. Pursuant to A.R.S. § 39-121 et seq., all documents related to this Contract, including, but not limited to, pricing schedules, product specifications, work plans, and any supporting documents, are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.

2.8.2. Records Marked Confidential; Notice and Protective Order. If Contractor reasonably believes that some of its records contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL" before submitting them to County. In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Contractor of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Contractor has, within that period, secured an appropriate order from a court of competent jurisdiction in Arizona, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

2.9. **Israel Boycott Certification.** Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has 10 or more employees, and if this Contract has a value of $100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

**3. Lead Agency Contract Clarifications for this Contract.**

3.1. **Scope of Services**. Contractor shall provide the services listed in **Exhibit C, County's Scope of Project** (2 pages). In addition, Contractor shall provide the services in **Exhibit A**, Lead Agency Contract (126 pages) except that any services listed in the Contract for **PROSECUTORbyKarpel® and in the** HOSTEDbyKarpel® **Agreement for PROSECUTORbyKarpel®** that are part of Exhibit A are replaced by **Exhibit D, Contract for PROSECUTORbyKarpel® & HOSTEDbyKarpel®**. If any conflict exists between Exhibit C and Exhibit D, Exhibit C will prevail over Exhibit D.

3.2. **Independent Contractor.** Contractor is an independent contractor. Neither Contractor, nor any of Contractor's officers, agents or employees will be considered an employee of County for any purpose or be entitled to receive any employment-related benefits, or assert any protections, under County's Merit System. Contractor is responsible for paying all federal, state and local taxes on the compensation received by Contractor under this Contract and will indemnify and hold County harmless from any and all liability that County may incur because of Contractor's failure to pay such taxes.

3.3. **Subcontractors.** Contractor is fully responsible for all acts and omissions of any subcontractor, and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts any of them may be liable, to the same extent that the Contractor is responsible for the acts and omissions of its own employees. Nothing in this Contract creates any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.

3.4. **Assignment.** Contractor may not assign its rights or obligations under this Contract, in whole or in part, without the County's prior written approval. County may withhold approval at its sole discretion.

3.5. **Authority to Contract.** Contractor warrants its right and power to enter into this Contract. If any court or administrative agency determines that County does not have authority to enter into this Contract, County will not be liable to Contractor or any third party by reason of such determination or by reason of this Contract.

3.6. **Full and Complete Performance.** The failure of either party to insist, in one or more instances, upon the other party's complete and satisfactory performance under this Contract, or to take any action based on the other party's failure to completely and satisfactorily perform, is not a waiver of that party's right to insist upon complete and satisfactory performance, or compliance with any other covenant or condition in this Contract, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.

3.7. **Termination by County.**

3.7.1. Without Cause. County may terminate this Contract at any time, without cause, by serving a written notice upon Contractor at least 30 days before the effective date of the termination. In the event of such termination, County's only obligation to Contractor will be payment for services rendered prior to the date of termination.

3.7.2. With Cause. County may terminate this Contract at any time without advance notice and without further obligation to County when County finds Contractor to be in default of any provision of this Contract.

3.7.3. Non-Appropriation. Notwithstanding any other provision in this Contract, County may terminate this Contract if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Contract. In the event of such termination, County will have no further obligation to Contractor, other than to pay for services rendered prior to termination.

3.8. **Notice.** Any notice required or permitted to be given under this Contract must be in writing and be served by personal delivery or by certified mail upon the other party as follows:

| County: | Contractor: |
|---|---|
| Terri Spencer, Procurement Director<br>Pima County Procurement<br>150 W Congress, 5th Floor<br>Tucson, AZ 85701<br>520.724.3722<br>terri.spencer@pima.gov | Matt Ziemianski, CEO<br>Karpel Solutions<br>9717 Landmark Parkway<br>St. Louis, MO 63127<br>(314) 892-6300 x1140<br>mziemianski@karpel.com |

3.9. **Non-Exclusive Contract.** Contractor understands that this Contract is nonexclusive and is for the sole convenience of County. County reserves the right to obtain like services from other sources for any reason.

3.10. **Remedies.** Either party may pursue any remedies provided by law for the breach of this Contract. No right or remedy is intended to be exclusive of any other right or remedy and each is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.

3.11. **Severability.** Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Contract.

3.12. **Books and Records.** Contractor will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of County. In addition, Contractor will retain all records relating to this Contract for at least five (5) years after its expiration or termination or, if later, until any related pending proceeding or litigation has concluded.

3.13. **Written Orders.** County will order products or services under this Contract by issuing a Delivery Order (DO) document. Order documents will be furnished to Contractor via e-mail or telephone.

Contractor must not supply materials or services pursuant to the contract that are not documented or authorized by a Delivery Order (DO) at the time of provision. County accepts no responsibility for control of or payment for materials or services not documented by a County Delivery Order (DO).

Contractor will establish, monitor, and manage an effective contract administration process that assures compliance with all requirements of this Contract. In particular, Contractor will not provide goods or services other than those described in this Contract, in excess of the Maximum Payment Amount, or after the Term of the Contract has ended, without a Contract amendment properly executed and issued by County, as provided below. Any items provided in excess of that stated in this Contract are at Contractor's own risk.

3.14. **Counterparts.** The parties may execute the Contract that County awards pursuant to the solicitation in any number of counterparts, each counterpart is considered an original, and together such counterparts constitute one and the same instrument.

3.15. **Amendment.** The parties may modify, amend, alter or extend this Contract only by a written amendment signed by the parties.

3.16. **Entire Agreement.** This document constitutes the entire agreement between the parties pertaining to the subject matter it addresses, and this Contract supersedes all prior or contemporaneous agreements and understandings, oral or written.

3.17. **Effective Date.** This Contract will become effective when all parties have signed it. The effective date of the Contract will be the date this Contract is signed by the last party (as indicated by the date associated with that party's signature).

***SIGNATURE PAGE TO FOLLOW***

IN WITNESS WHEREOF, the parties have approved this Cooperative Procurement Agreement and agree to be bound by the terms and conditions of the Contract on the dates written below.

**PIMA COUNTY**

_____
Chair, Board of Supervisors

_____
Date

ATTEST

_____
Clerk of the Board

_____
Date

**CONTRACTOR**

_____
Authorized Officer Signature

Matt Ziemianski CEO
Printed Name and Title

8/24/2021
Date

APPROVED AS TO FORM

_____
Stacey Roseberry, Deputy County Attorney

APPROVED AS TO CONTENT

_____
Tamara Mulembo, Chief Deputy County Attorney

August 24, 2021
Date

# EXHIBIT A



PINAL COUNTY

## Contract 200125RFP
## Legal Case Management Software

THIS CONTRACT is entered into by and between Pinal County, (County), whose primary address is 31 N. Pinal St., Bldg. A., Florence, AZ 85132 and Karpel Solutions, (Contractor), whose primary address is 9717 Landmark Parkway, Suite 200.

1. CONTRACT TERM. The resultant contract term will commence upon contract execution, and will continue for two (2) years unless canceled, terminated, renewed, or permissibly extended. The County has no obligation to extend or renew the contract past the initial term.

2. CONTRACT EXTENSION. The County shall have the sole option to extend the term of this contract up to a maximum of three (3) additional one-year terms, or at the County's sole discretion, extend the contract on a month to month basis for a maximum of nine (9) months after expiration.

3. CONTRACT TYPE.

   Firm-Fixed Unit Price. The unit prices are the amounts scheduled in the requested Pricing Document for complete, delivered, discrete items, including installation if applicable and so stated, each of which will be Contractor's complete and total compensation for carrying out each item covered by each unit price at the item level; and will not be subject to any adjustment on the basis of Contractor's cost experience in performing under the contract.

   NOTE: An "item" as contemplated in this paragraph could be a single, functional, and usable thing as sold, or a component of an assembly yet to be built, or a complete assembly.

4. PRICING

   4.1 Most Favored Customer Pricing.
   Contractor warrants that, for the term of the contract, the prices, rates, discounts, terms, and benefits set out in the proposal, including any subsequent agreed upon amendment to it, will be equal to or better than the lowest prices, best rates, largest discounts, and most favorable terms and benefits, both separately and in combination, at which Contractor sells equivalent items. If Contractor provides more favorable pricing, rates, discounts, terms and benefits to any customer, it shall immediately apply all such pricing, rates, discounts, terms and benefits to pending County purchase orders and offer such pricing, rates, discounts, terms and benefits for all future purchases made by the County.

   4.2 All-Inclusive Pricing.
   Pricing is all-inclusive, including any ancillary fees and costs required to accomplish the Scope of Work and all aspects of Contractor's proposal as accepted by the County. Details of service not explicitly stated in the Scope of Work or in Contractor's proposal, but necessarily a part of, are deemed to be understood by Contractor and included herein. All administrative, reporting, or other requirements, all overhead costs and profit and any other costs toward the accomplishment of the requirements in the contract are included in the pricing provided.

PINAL COUNTY

4.3 Price Reductions and Sales Promotions. Price reductions may be submitted to or requested by the County for consideration at any time during the life of the contract. Promotions or reductions to sell existing inventory/stock and to include special manufacturer assistance are allowable.

4.4 Price Increase.
The Procurement Officer may review a fully documented request for a rate increase only after the contract has been in effect for two (2) years. Any requested rate increase(s) shall be based on an unmitigatable cost increase to the Contractor that was clearly unpredictable at the time of the offer and is directly correlated to the cost of the goods or services contractually covered.

Any request for rate increase will only be considered at the time of a contract extension and must be submitted sixty (60) days prior to the adjustment. Any request for rate increase shall be a factor in the extension review process and if approved, be implemented by a formal contract change order. The County will have the right to request and receive additional information, statistics, financial records etc., and to direct the content, form, and format of presentation as it deems necessary to validate the Contractor's request for a rate adjustment. Failure to respond to the County's request within the time frames specified will nullify the Contractor's request. The County will determine whether the requested rate increase or alternate option is in its best interest and adjustments will be subject to availability of monies appropriated, if applicable.

4.5 Delivery.
Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

4.6 Change Orders.
In the event the County requires any change(s) to the Scope of Work and the Contractor anticipates that the project's approved price may be exceeded as a result of the change, the Contractor shall submit a revised project cost estimate to the requesting department.

The Contractor shall not exceed an approved project's price without prior written approval by the requesting department. If prior approval is not received, the Contractor may be subject to sanctions. The revised project price proposal shall include the following:

a. Changes and/or adjustments caused by the County's change to the Scope of Work for the project, including any adjustments to timeframes for completion of the project.

b. An all-inclusive project price estimate, supported by a detailed cost breakdown to include all costs required to complete the project, as changed by the County.

4.7 Travel.
Contractor shall get written approval prior to any travel under the contract in which reimbursement of expenses will be requested. Contractor will be reimbursed for actual expenses incurred in accordance with the current rates specified in County's travel policy.

Contractor shall itemize all per diem and lodging charges. The County's travel policy may be located at http://www.pinalcountyaz.gov/Purchasing/Pages/DoingBusiness.aspx. The County shall reject any claim for travel reimbursement without prior written approval.

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5. INVOICING AND PAYMENTS.

5.1 Invoices.
The Contractor shall submit detailed, itemized invoice(s) before payment(s) can be made. Incomplete invoices will not be processed. All invoices shall reflect the contracted prices or rates for goods or services as described in the Scope of Work. At a minimum, the invoice must provide the following information:

a. Company name, address and contact
b. County bill-to name and contact information
c. Contract Number
d. County purchase order number
e. Invoice number and date
f. Payment terms
g. Itemized service price as outlined in the Pricing Response Form

Problems regarding billing or invoicing shall be directed to the using department as listed on the Purchase Order. All invoices must be submitted to the following e-mail or postal address:

financeinvoices@pinal.gov
Pinal County Finance Department
Attn: Accounts Payable
PO Box 1348
Florence, AZ 85132

5.2 Milestones and Retainage. N/A

5.3 No Invoice Without Authorization. Contractor shall not seek payment for any:

a. Charges or fees not delineated in the contract.
b. Materials or services that have not been authorized on a purchase order.
c. Expediting, overtime, premiums, or upcharges absent the County's express prior approval.
d. Materials or services that are the subject of a contract amendment or change order that has not been fully signed.

5.4 Timeliness of Invoice. By A.R.S. § 11-622, all invoices must be submitted to the County within six (6) months after service or product is received. Failure to submit an invoice within this period of time will result in non-payment.

5.5 Payments. No payment shall be issued prior to receipt of acceptable goods and/or services and a correct invoice. The County shall make every effort to process payment for acceptable goods or services within thirty (30) calendar days after receipt of said items/services and a correct invoice.

5.6 Payments Only to Contractor. Unless compelled otherwise by operation of law or order of a court of competent jurisdiction, the County will only make payment to Contractor under the federal tax identifier indicated on the accepted offer.

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5.7 Payments to Subcontractors. Contractor shall make payment of all undisputed amounts due to Subcontractors, as applicable to their services, within thirty (30) days of receipt of funds from the County.

5.8 Availability of Funds. By A.R.S. § 35-154, every County payment obligation under the contract is conditioned on the availability of funds appropriated for payment of that obligation. If funds are not appropriated and available for continuance of the contract, the County may terminate the contract at the end of the period for which funds are available, or, at County's discretion, allow appropriate amendment to the contract. No liability will accrue to County if it exercises the foregoing right or discretion, and County will have no obligation or liability for any future payments or for any damages as a result of having exercised it.

6. ARIZONA LAW. This contract shall be governed by the law of the State of Arizona and suits pertaining to this contract shall be brought only in the Pinal County Superior Court, Florence, Arizona.

7. IMPLIED LAW. Each provision of law and any terms required by law to be in this contract are a part of this contract as if fully the stated in it.

8. PUBLIC RECORD. This contract is a public record and must be retained by the County for a minimum of six (6) years. All contracts are open to public inspection after contract award, except for any portions determined to be confidential by the County

9. CONTRACT ORDER OF PRECEDENCE. All of the documents forming the contract are complementary. If certain work, requirements, obligations, or duties are set out only in one but not in another, Contractor shall carry out the work as though the relevant work, requirements, obligations, or duties had been fully described on all, consistent with the other documents forming the contract and as is reasonably inferable from them as being necessary to produce complete results. In case of any inconsistency, conflict, or ambiguity among the documents forming the contract and their provisions, they are to prevail in the following order, descending from most dominate to most subordinate, provided that, among categories of documents or provisions having the same rank, the document or provision with the latest date prevails. Information being identified in one document but not in another is not to be considered a conflict or inconsistency.

    a. Written Contract Amendments
    b. Contract
    c. Contract Exhibit(s) A (i.e. Contracted Scope of Work)
    d. Contract Exhibit(s) B (i.e. Contract Pricing Documents)
    e. Contract Exhibit(s) C (i.e. Contractor's Proposal Documents)
    f. Other Contract Exhibits
    g. Orders, in reverse chronological order

10. RELATIONSHIP OF THE PARTIES. The Contractor under this contract is an independent Contractor and shall act in an independent capacity in performance under the contract. Neither party is or is to be construed as being an employee or agent of the other party, and no action, inaction, event, or circumstance will be grounds for deeming it to be so.

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11. SEVERABILITY. Any term or condition deemed or adjusted illegal or invalid is thereby stricken from the contract and shall not affect any other term or condition of the contract.

12. NO PAROLE EVIDENCE. The contract, including any documents incorporated into the contact by reference, is intended by the parties as a final and complete expression of their agreement. There are no prior, contemporaneous, or additional agreements, either oral or in writing, pertaining to the contract.

13. NO WAIVER. Either party's failure to insist on strict performance of any term or condition of the contract is not, or will it be deemed to be, a waiver of that term or condition or a bar to, or diminished right of, enforcement of any term or condition.

14. CONTRACT ADMINISTRATION AND OPERATION.

14.1 Notices and Correspondence. Notices required by this Contract shall be made to the following addresses:

| County | Contractor |
|---|---|
| **Name:** Purchasing<br>Attn: Shonna McBride | **Name:** Matt Ziemianski |
| **Address:**<br>31 N. Pinal St.<br>Florence, AZ 85132 | **Address:**<br>9717 Landmark Parkway, Suite 200<br>St. Louis, MO 63127 |
| **Title:** Procurement Officer | **Title:** CEO |
| **Email:** shonna.mcbride@pinal.gov | **Email:** mziemianski@karpel.com |

An authorized County representative and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the contract shall not be necessary.

14.2 Click-Through Terms and Conditions. If either party uses a web based ordering system, an electronic purchase order system, an electronic order acknowledgement, a form of an electronic acceptance, or any software based ordering system with respect to the contract (each an "Electronic Ordering System"), the parties acknowledge and agree that an Electronic Ordering System is for ease of administration only, and Contractor is hereby given notice that the persons using Electronic Ordering Systems on behalf of the County do not have any actual or apparent authority to create legally binding obligations that vary from the terms and conditions of the contract. Accordingly, where an authorized County user is required to "click through" or otherwise accept or be made subject to any terms and conditions in using an Electronic Ordering Systems, any such terms and conditions are deemed void upon presentation. Additionally, where an authorized County user is required to accept or be made subject to any terms and conditions in accessing or employing any materials or services, those terms and conditions will also be void.

14.3 Books and Records. Per A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records *relating for any cost and pricing data submitted* in satisfaction of § 41-2543 for the period specified in the statute and those retained books and records are subject to audit by the County during that period. Per A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records *relating to performance under the contract* for the

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period specified in the statute and those retained books and records are subject to audit by the County during that period. Accordingly, Contractor or Subcontractor shall either make all such books and records available to the County at all reasonable times or produce the records at a designated County office on the County's demand, the choice of which being at the County's discretion. For the purpose of this paragraph, "reasonable times" are during normal business hours and in such a manner so as to not unreasonably interfere with normal business activities.

14.4 Contractor Licenses. Contractor and Subcontractor(s) shall maintain in current status all federal, state, and local licenses and permits required for the operation of its business in general, for its operations under the contract, and if required by this contract, the work itself.

14.5 Inspection and Testing. Per A.R.S. § 41-2547, the County may at reasonable times inspect the part of Contractor's or Subcontractors' plant(s) or places of business related to performance under the contract. Accordingly, Contractor agrees to permit (for itself) and ensure (for Subcontractors) access for inspection at any reasonable time to its facilities, processes, and services. The County may inspect or test, at its own cost, any finished goods, work-in-progress, components, or unfinished materials that are be supplied under the contract or that will be incorporated into something to be supplied under the contract. If the inspection or testing shows non-conformance or defects, the Contractor will owe the County reimbursement or payment of all costs it incurred in carrying out or contracting for the inspection and testing, as well as for any re-inspection or re-testing that might be necessary. Neither inspection of facilities nor testing of goods, work, components, or unfinished materials will of itself constitute acceptance by the County of those things.

14.6 Acceptance of Work.

a. Materials. The County has the right to make acceptance of materials subject to a complete inspection on delivery and installation, if installation is Contractor's responsibility. The County may apply as acceptance criteria conformity to the contract, workmanship and quality, whether the constituent materials used are correct, and any other matter for which the contract or applicable laws state a requirement, whether stated directly or by reference to another document, standard, reference specification, etc. Contractor shall remove any rejected materials from the delivery location, or from any immediate locations to which it might have been reasonably necessary to move it, then inspect it, carry it off the delivery premises, and subsequently deliver an equal number or quantity of conforming items. The County will not owe Contractor any payment for rejected materials, and the County may, at its discretion, withhold or make partial payment for any rejected materials that have been returned to Contractor in those instances where the County has agreed to permit repair instead of demanding replacement.

b. Services. The County has the right to make acceptance of services subject to acceptance criteria. The County may apply as acceptance criteria conformity to the contract, accuracy, completeness, or other indicators of quality, or any other matter for which the contract or law states a requirement, whether stated directly or by reference to another document, standard, reference specification, etc. The County will not owe Contractor any payment for un-accepted services; and the County may, at its discretion, withhold or make partial payment for any rejected services if Contractor is still in the process of re-performing or otherwise curing the grounds for the County's rejection.

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14.7 Ownership of Intellectual Property.

a. Rights in Work Product. Unless otherwise noted in the terms and conditions of this contract, all intellectual property originated or prepared by Contractor pursuant to the contract, including but not limited to, inventions, discoveries, intellectual copyrights, trademarks, trade names, trade secrets, technical communications, records reports, computer programs and other documentation or improvements thereto, including Contractor's administrative communications and records relating to the contract, shall be considered work product and shall be the exclusive property of Contractor, provided that County has Government Purpose Rights to that work product as and when it was delivered to County.

(1) "Government Purpose Rights" are: (i) the unlimited, perpetual, irrevocable, royalty free, non-exclusive, worldwide right to use, modify, reproduce, release, perform, display, sublicense, disclose and create derivatives from that work product without restriction for any activity in which the County is a party; (ii) the right to release or disclose that work product to third parties for any County purpose; and (iii) the right to authorize those to whom it rightfully releases or discloses that work product to use, modify, release, create derivative works from the work product for any County purpose; such recipients being understood to include the federal government, the state government, and various local governments.

(2) "Government Purpose Rights" do not include any right to use, modify, reproduce, perform, release, display, create derivative works from, or disclose that work product for any commercial purpose or to authorize others to do so.

b. Joint Developments. The parties may each use equally any ideas, concepts, know-how, or techniques developed jointly during the course of the contract, and may do so at their respective discretion, without obligation of notice or accounting to the other party.

c. Pre-Existing Material. All pre-existing software and other materials developed or otherwise obtained by or for Contractor or its affiliates independently of the contract or applicable purchase orders are not part of the work product to which rights are granted as stated above, and will remain the exclusive property of Contractor, provided that:

(1) Any derivative works of such pre-existing material or elements thereof that are created pursuant to the contract are part of that work product;

(2) Any elements of derivative work of such pre-existing material that was not created pursuant to the contract are not part of that work product; and

(3) Except as expressly stated otherwise in the contract, nothing in the contract is to be construed to interfere or diminish Contractor's or its affiliates' ownership of such pre-existing materials.

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d. Developments Outside of Contract. Unless expressly stated otherwise in the Terms and Conditions, the contract does not preclude Contractor from developing competing materials outside the contract, irrespective of any similarity to materials delivered or to be delivered to the County hereunder.

14.8 Subcontracts. The Contractor shall not enter into any subcontract under this contract for the performance of this contract without the advance written notice to the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. It is expressly understood that all persons employed by the Contractor, either directly or indirectly, shall be considered employees or agents of the Contractor and not the County. Nothing contained in any contract or joint venture agreement shall create any contractual relationships between any subcontractor and County, nor shall the same create any obligation on the part of the County to pay any subcontractor. The subcontract shall incorporate by reference the terms and conditions of this contract.

14.9 Non-Discrimination. Contractor shall comply with the State of Arizona Executive Order No. 2009-09 and all other applicable federal, state and local laws, rules, and regulations regarding non-discrimination and equal opportunity, including the Americans with Disabilities Act.

14.10 E-Verify Requirements. As required by A.R.S. § 41-4401, Contractor and each subcontractor warrants compliance with A.R.S. § 23-214(A) and all federal immigration laws and any regulations relating to the immigration status of their employees. Contractor and each subcontractor acknowledge that under A.R.S. § 41-4401, the County retains the legal right to inspect the papers of any Contractor or subcontractor employee who works under the contract to ensure that Contractor or subcontractor is in compliance with the foregoing warranty and understands that a breach of the foregoing warranty under shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.

14.11 Offshore Performance of Certain Work Prohibited. Any services that are described in the specifications or Scope of Work that directly serve the County or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services, services performed through remote access to the County network, or services that are incidental to the performance of the contract. This provision applies to work performed by Subcontractors at all tiers. Contractors shall declare all anticipated offshore services in the proposal.

14.12 Estimated Quantities. Unless expressly stated otherwise in the solicitation, the (a) Contractor shall not impose any minimum dollar amount, item count, services volume, or services duration on orders; (b) County makes no commitment of any kind concerning the quantity or monetary value of activity, work or services actually initiated or completed during the term of the contract; (c) Contractor shall only deliver or perform as authorized by orders; and (d) County is not limited as to the number of orders it may issue for the contract.

14.13 Non-Exclusivity. This contract is entered into with the understanding and agreement that it is for the sole convenience of Pinal County. The County reserves the right to obtain like materials or services from another source when necessary without penalty or obligation. The County reserves the right to make additional awards by aggregate, line item, regional area, or any other division of goods and services as determined to be in the best interest of the County.

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14.14 Additions and Deletions to Contract. The County reserves the right to add and/or delete goods or services to the Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

14.15 Applicable Taxes. The Contractor shall be responsible for paying all applicable taxes. Pinal County is subject to all applicable state and local transaction privilege taxes. The County is exempt from certain federal excise tax on manufactured goods. The County will provide the necessary exemption certificates as evidence. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with County unless not required by law.

14.16 Eligible Agencies. This contract shall be for the permissive use by Pinal County. The County has entered into various cooperative purchasing agreements with other Arizona government entities in order to conserve resources, reduce overhead and purchase costs and improve delivery time. The contract resulting from this Solicitation may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of the Contractor. Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The County shall not be responsible for any disputes arising out of transactions made by others. Contractor shall sell to cooperative entity at the same price and on the same lead times and other terms and conditions on which it sells to the County, with the sole exception of any legitimately additional costs for extraordinary shipping or delivery requirements if the cooperative entity is having materials delivered or installed or services performed at locations not contemplated in the contracted pricing (e.g. delivery at a location outside Arizona).

14.17 Transitions. During commencement of the contract the Contractor shall attend transition meetings with outgoing suppliers as requested by the County to coordinate efforts, ease the transition, and minimize disruption in the County's operations. The County may elect to have outgoing suppliers complete some or all of their work or orders in progress to help ensure the safest and most efficient transition possible, even if that scope is covered under the contract with the new supplier. Conversely, the County anticipates having a continued need for the same materials and services upon expiration or earlier termination of the contract. Accordingly, Contractor shall work closely with any new (incoming) supplier and the County to ensure a smooth and complete transfer. The County's representative shall coordinate all transition activities and facilitate joint development of a comprehensive transition plan by both the existing Contractor and the incoming supplier. During the outgoing transition, the County may elect to have the outgoing Contractor complete some or all of their work or orders in progress to help ensure the safest and most efficient transition possible.

14.18 Other Contractors. The County may undertake with its own resources or through award of other contracts to the same or other suppliers, additional or related work. In such cases, the Contractor shall cooperate fully with the County's employees and other suppliers and carefully fit, connect, accommodate, adjust, or

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sequence its work to the related work by others. Where the contract requires handing-off Contractor's work to others, Contractor shall cooperate as the County instructs regarding the necessary transfer of its work product, services, or records to the County or the other suppliers. Contractor shall not commit or permit any act that interferes with the County's or other suppliers' performance of their work, provided that, the County shall enforce the foregoing section equitably among all its suppliers so as not impose an unreasonable burden on any one of them.

14.19 Work on County Premises.

a. Compliance with Rules. Contractor is responsible for ensuring that its personnel comply with County's rules, regulations, policies, documented practices, and documented operating procedures while delivering or installing materials or performing services on County grounds or in its facilities. For clarity of intent, the foregoing means that if Contractor is required to comply with certain security requirements in order to deliver, install, or perform at that particular location, then it shall do so nonetheless and without entitlement to any additional compensation or additional time for performance if those particular requirements are not expressly stated in the contract. Contractor is reminded that violation under Pinal County Security policy 2.10 to possess a firearm, ammunition, or an explosive device in a County building is a material breach of contract and grounds for termination for default.

b. Protection of Facilities and Grounds. Contractor shall deliver or install the materials and perform the services without damaging any County facilities or grounds. Contractor shall repair or replace any damage it does cause promptly and at its own expense, subject to whatever instructions and restrictions the County needs to make to prevent inconvenience or disruption of operations. If Contractor fails to make the necessary repairs or replacements and do so in a timely manner, the County will be entitled to exercise its remedies under paragraph 17.5 "Right to Offset."

14.20 Advertising, Publishing, and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this contract without the prior written approval of the Procurement Officer.

14.21 Time is of the Essence. Time is and shall be of the essence in this contract. If the delivery date(s) specified herein cannot be met, Contractor shall notify the County using an acknowledgement of receipt of order and intent to perform without delay, for instruction. The County reserves the right to terminate this contract and hold Contractor liable for any cost of cover, excess cost(s) or damage(s) incurred as a result of delay.

14.22 Clean Air Act.

a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

b. The contractor agrees to report each violation to Pinal County and understands and agrees that Pinal County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

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c. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal grants.

14.23 Federal Water Pollution Act.

a. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

b. The contractor agrees to report each violation to Pinal County and understands and agrees that Pinal County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal grants.

14.24 Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

15. CONTRACT CHANGES.

15.1 Contract Amendments. The contract is issued under the authority of the County Board of Supervisors. Only a contract amendment can modify the contract and then only if it does not change the contract's general scope. Purported changes to the contract by a person not expressly authorized by the Procurement Officer or made unilaterally by Contractor will be void and without effect; Contractor will not be entitled to any claim made under the contract based on any such purported changes.

15.2 Signing of Contract Amendments. Contractor's counter-signature (or "approval") of contract modifications is not required to give effect if the contract amendment only covers either:

a. Extension of the term of the contract within the maximum aggregate term;
b. Revision to Procurement Officer appointment or contact information; or
c. Modifications of a clerical nature that have no effect on terms, conditions, price, scope, or other material aspect of the contract.

In every case other than those listed in a, b, and c above, both parties' signature (or "approval") of a contract modification is required to give it effect.

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15.3 Assignment and Delegation. Contractor shall not assign in whole its rights or delegate in whole its duties under the contract without the Procurement Officer's prior written consent, which consent the Procurement Officer may withhold at his or her discretion. The Procurement Officer shall not unreasonably withhold approval of assignment or delegation. If Contractor's proposed assignment or delegation stems from a split, sale, acquisition, or other non-merger change in control, then no such consent will be given in any event without the assignee or delegate giving County satisfactory and equivalent evidence or assurance of its financial soundness, competency, capacity, and qualification to perform as that which Contractor possessed when County first awarded it the contract. This contract and all of the terms, conditions and provisions herein, shall extend to and be binding upon the heirs, administrators, executors, successors, and assigns of the parties hereto.

16. RISKS AND LIABILITIES

16.1 Risk of Loss. Contractor bears all risk of loss to materials while in pre-production, production, storage transit, staging, assembly, installation, testing, and commissioning, if and as those duties are within the Scope of the Work, until they have been received and accepted as conforming by the County at the location designated in the purchase order or contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

16.2 Contractor Insurance. The Contractor and any tier of Subcontractor shall purchase and maintain insurance, until all of their obligations have been discharged including any warranty periods under this contract, against claims for injury to persons or damage to property which may arise from or in connection with the performance of work hereunder by the Contractor, his agents, representatives, employees, or Subcontractors. Failure to do so may, at the sole discretion of the County, constitute a material breach of the contract.

The insurance requirements herein are minimum requirements for this contract and in no way limit the indemnity covenants contained in this contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.

a. Minimum Scope and Limits of Insurance. Contractor shall purchase and maintain coverage with coverages and limits of liability not less than those stated below.

(1) Commercial General Liability (CGL). Commercial General Liability (CGL) Insurance (CG 0001) and, if necessary, Commercial Umbrella insurance with a limit of not less than $1,000,000 for each occurrence, $2,000,000 General Aggregate Limit, and $2,000,000 Completed Operations/Products Aggregate. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims.

The policy shall be endorsed, as required by this written agreement, to include Pinal County, its departments, boards, agents, representatives, officers, directors, officials, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of

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the Contractor. The additional insured endorsement shall be at least as broad as the Insurance Services Office, Inc.'s CG 20270413 and shall insure the County to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of the minimum limits required by this contract. Insurance purchased and maintained by the Contractor shall not be limited to the liability assumed under the indemnification and defense covenants of this contract.

The policy shall contain a waiver of transfer of rights of recover (subrogation) against the County, its departments, boards, agents, representatives, officers, directors, officials, and employees for any claims arising out of Contractor's work or service.

(2) Automobile Liability. Commercial/Business Automobile Liability insurance with a combined single limit (CSL) for bodily injury and property damage of not less than $1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this contract.

The policy shall be endorsed, as required by this written agreement, to include Pinal County, its departments, boards, agents, representatives, officers, directors, officials, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired and/or non-owned by the Contractor, and shall insure the County to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of the minimum limits required by this contract. Insurance purchased and maintained by the Contractor shall not be limited to the liability assumed under the indemnification and defense covenants of this contract.

The policy shall contain a waiver of transfer of rights of recover (subrogation) against the County, its departments, boards, agents, representatives, officers, directors, officials, and employees for any claims arising out of Contractor's work or service.

(3) Workers' Compensation and Employer's Liability.

| | |
|---|---|
| Workers' Compensation | Statutory |
| Employer's Liability | |
| Each Accident | $1,000,000 |
| Disease – Each Employee | $1,000,000 |
| Disease – Policy Limit | $1,000,000 |

Policy shall contain a waiver of subrogation against Pinal County and its officers, officials, agents, and employees for losses arising from work or service performed by or on behalf of the Contractor. This requirement shall not apply to each Contractor this is exempt under A.R.S. 23-901, and when such Contractor executes the appropriate waiver form.

(4) Professional Errors and Omissions Liability. Coverage shall be for minimum amounts of $1,000,000 per claim and $2,000,000 annual aggregate.

b. Additional Insurance Requirements. The policies shall include, or be endorsed to include the following provisions:

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(1) The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the County, its agents, officials, or employees shall be excess and not contributory insurance as provided by A.R.S. § 41-621 E.

(2) Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this contract.

c. Notice of Cancellation. Applicable to all insurance policies required within the insurance requirements of this contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the County.

d. Acceptability of Insurers. Contractor shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best rating of not less than A-6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of the County. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

e. Verification of Coverage. Contractor shall furnish the County with certificates of insurance or formal endorsements as required by the contract at least fourteen (14) calendar days prior to commencing work or services under the contract. Such certificates shall identify this contract number and project description and shall be sent directly to the attention of Pinal County Purchasing Department. In the event any insurance policy(ies) required by this contract are written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and as evidenced by annual certificates of insurance. If a policy does expire during the life of the contract, a renewal certificate must be sent to the County a minimum of fourteen (14) calendar days prior to the expiration date. The form of any insurance policies, limits, endorsements and forms must be acceptable to the County. The County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

f. Subcontractors. All coverages for all tiers of Subcontractors shall be subject to the minimum insurance requirements identified above. The County reserves the right to require, at any time throughout the life of this contract, proof from the Contractor that its Subcontractors have the required coverage.

g. Approval and Modifications. The County reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal contract amendment but may be made by administrative action.

16.3 Basic Indemnification. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County indemnitees from indemnified basic claims that:

a. Are caused or alleged to be caused in whole or in part by the negligent or willful acts or omissions of a Contractor indemnitor;

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b. Arise out of or are recovered under workers' compensation laws; and/or

c. Arise out of a Contractor indemnitor's failure to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. The parties specifically intend that the Contractor indemnitors shall indemnify the relevant County indemnitees from and against indemnified basic claims in all instances except where the indemnified basic claim arises solely from those County indemnitees' own negligent or willful acts or omissions. Wherever the indemnification under this subparagraph applies, Contractor is responsible for primary loss investigation, defense, and judgment costs for an on behalf of the other Contractor indemnitors with respect to County indemnitees, and accordingly Contractor is also responsible for any cooperation, contribution, or subordination between or amongst the Contractor indemnitors. In consideration of the award of the contract by a County indemnitee, Contractor hereby waives all rights of subrogation against County indemnities for losses arising from the work.

d. It is the specific intention of the County and the Contractor that the County shall, in all instances, except for the gross negligent or willful acts of the County, be indemnified, defended and held harmless by the Contractor from and against any all demands, claims, suits, losses, and damages.

16.4 Patent and Copyright Indemnification. With respect to materials or services provided or proposed by a Contractor indemnitor for performance under the contract, Contractor shall indemnify, defend and hold harmless County indemnitees against any third-party claims for liability, costs, and expenses, including, but not limited to reasonable attorneys' fees, for infringement or violation of any patent, trademark, copyright, or trade secret by the materials and the services. With respect to the defense and payment of claims under this subparagraph:

a. County shall provide reasonable and timely notification to Contractor of any claim for which Contractor may be liable under this paragraph;

b. Contractor, with reasonable consultation from County shall have control of the defense of any action on an indemnified claim including all negotiations for its settlement or compromise;

c. County may elect to participate in such action at its own expense; and

d. County may approve or disapprove any settlement or compromise, provided that the County shall not unreasonably withhold or delay such approval or disapproval; and the County shall cooperate in the defense and in any related settlement negotiations.

16.5 Force Majeure.

a. Relief From Performance. The parties are not liable to each other if an occurrence of force majeure prevents its performance under the contract. If either party is delayed at any time in the progress of its performance under the contract by an occurrence of force majeure, the delayed party shall notify the other no later than the following working day after the occurrence, or as soon as it could reasonably have been expected to recognize that the occurrence had effect in cases where the effects were not readily apparent. In any event, the notice must make specific reference to this paragraph specifying the

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causes of the delay in the notice and, if the effects of the occurrence are on-going, provide an initial notification and thereafter the delayed party shall provide regular updates until such time as the effects are fully known. To the extent it is able, the delayed party shall cause the delay to cease promptly and notify the other party when it has done so. The parties will extend the time of completion by contract amendment for a period equal to the time that the results or effects of the delay prevented the delayed party from performing.

b. Excusable Delay is Not a Default. Failure in performance by either party will not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if and to the extent that such failure was or is being caused by an occurrence of force majeure.

c. Default Diminishes Relief. Entitlement to relief from the effects of an occurrence of force majeure is diminished to the extent that the delay did or will result from the affected party's default unrelated to the occurrence, in which case the other party's normal remedies and the affected party's obligations would apply undiminished.

16.6 Third Party Antitrust Violations. The Contractor assigns to the County any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this contract.

17. WARRANTIES

17.1 Liens. Contractor warrants that the materials and services when accepted will be and will remain free of liens or other encumbrances.

17.2 Conformity to Requirements. Contractor warrants that, unless expressly provided otherwise elsewhere in the contract, the materials and services will for one (1) year after acceptance and in each instance:

a. Conform to the requirements of the contract, which by way of reminder include without limitation all descriptions, specifications, and drawings identified in the Scope of Work and any Contractor affirmations included as part of the contract;

b. Be free from defects of material and workmanship;

c. Conform to or perform in a manner consistent with current industry standards; and

d. Be fit for the intended purpose or use described in the contract.

Mere delivery or performance does not substitute for express acceptance by County. Where inspection, testing, or other acceptance assessment of materials or services cannot be done until after installation, the forgoing warranty will not begin until County's acceptance.

17.3 Product Safety. Materials as shipped must comply with applicable safety regulations and standards. Unless expressly stated otherwise in the Scope of Work, the County is not responsible for making any materials safe or compliant following acceptance and is relying exclusively on Contractor to deliver only products that are already safe and compliant.

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17.4 Contractor Personnel. Contractor warrants that its personnel will perform their duties under the contract in a professional manner, applying the requisite skills and knowledge, consistent with industry standards, and in accordance with the requirements of the contract. Contractor further warrants that its key personnel will maintain any certifications relevant to their work, and Contractor shall provide individual evidence of certification to the County upon request.

17.5 Data Protection and Confidentiality of Records.

a. Proprietary and Sensitive Data. Contractor warrants that it will establish and maintain procedures and controls acceptable to the County for ensuring that the County's proprietary and sensitive data is protected from unauthorized access and information obtained from County or others in performance of its contractual duties is not mishandled, misused, or inappropriately released or disclosed. For purposes of this paragraph, all data created by Contractor in any way related to the contract, provided to the Contractor by the County or prepared by others for the County are proprietary to the County and all information by those same avenues is the County's confidential information. To comply with the foregoing warrant:

(1) Contractor shall: (i) notify the County immediately of any unauthorized access or inappropriate disclosures, whether stemming from an external security breach, internal breach, system failure, or procedural lapse; (ii) cooperate with the County to identify the source or cause of and respond to each unauthorized access or inappropriate disclosure; and (iii) notify the County promptly of any security threat that could result in unauthorized access or inappropriate disclosures; and

(2) Contractor shall not: (i) release any such data or allow it to be released or divulge any such information to anyone other than its employees or officers as needed for each person's individual performance of his or her duties under the contract, unless the County has agreed otherwise in advance and in writing; or (ii) respond to any requests it receives from a third party for such data or information, and instead route all such requests to the County's designated representative.

b. Personally Identifiable Information. Contractor warrants that it will protect any personally identifiable information ("PII") belonging to the County's employees' or other Contractors or members of the general public that it receives from the County or otherwise acquires in its performance under the contract. (For purposes of this paragraph PII has the meaning given in the [federal] Office of Management and Budget (OMB) Memorandum M-07-16 Safeguarding Against and Responding to the Breach of Personally Identifiable Information; and "protect" means taking measures to safeguard personally identifiable information and prevent its breach that are functionally equivalent to those called for in that OMB memorandum and elaborated on in the [federal] General Services Administration (GSA) Directive CIO P 2180.1 GSA Rules of Behavior for Handling Personally Identifiable Information.) NOTE: For convenience of reference only, the OMB memorandum is available at: https://www.whitehouse.gov/sites/whitehouse.gov/files/omb/memoranda/2007/m07-16.pdf. NOTE: For convenience of reference only, the GSA directive is available at: http://www.gsa.gov/portal/directive/d0/content/658222

c. Protected Health Information. Contractor warrants that, to the extent performance under the contract involves individually identifiable health information (referred to hereinafter as protected health information ("PHI") and electronic PHI ("ePHI") as defined in the Privacy Rule referred to below), it:

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(1) Is familiar with and will comply with the applicable aspects of the following collective regulatory requirements regarding patient information privacy protection: (i) the "Privacy Rule" in CFR 45 Part 160 and Part 164 pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") of 1996; (ii) Arizona laws, rules, and regulations applicable to PHI/ePHI that are not preempted by CFR 45-160(B) or the Employee Retirement Income Security Act of 1974 ("ERISA") as amended; and (iii) the County's current and published PHI/ePHI privacy and security policies and procedures;

(2) Will cooperate with the County in the course of performing under the contract so that both the County and Contractor stay in compliance with the requirements above and will sign any documents that are reasonably necessary to keep both the County and Contractor in compliance with the requirements above, in particular "Business Associate Agreements" in accordance with the Privacy Rule. NOTE: For convenience of reference only, the Privacy Rule is available at: http://www.hhs.gov/hipaa/for-professionals/privacy/index.html

17.6 Intellectual Property. Contractor warrants that the materials and services do not and will not infringe or violate any patent, trademark, copyright, trade secret, or other intellectual property rights or laws, except only to the extent the specifications do not permit use of any other product and Contractor is not and cannot reasonably be expected to be aware of the infringement or violation.

17.7 Compliance with Applicable Laws, Licensing and Permits. Contractor warrants that the materials and services supplied under this Contract do and will continue to comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable licenses and permit requirements.

17.8 Lobbying. Contractor warrants that it will not engage in lobbying activities as defined in 40 CFR part 34 and A.R.S. § 41-1231, *et seq.*, using monies awarded under the contract. Upon award of the Contract, Contractor shall disclose all lobbying activities to the County to the extent they are an actual or potential conflict of interest or where such activities would create an appearance of impropriety. Contractor shall implement and maintain adequate controls to assure that monies awarded under the contract are not used for lobbying. Subcontractors shall be subject to these same provisions. Contractor shall include "anti-lobbying" provisions in all subcontracts. This paragraph does not apply to the extent that the services are defined in the contract as being lobbying for the County's benefit or on the County's behalf.

17.9 Survival of Rights and Obligations. All representations and warranties made by Contractor under the contract will survive the expiration or earlier termination of the contract. The Contractor shall, in accordance with all terms and conditions of the contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this contract.

18. COUNTY'S CONTRACTUAL REMEDIES

18.1 Right to Assurance. If the County in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at the County's option, be the basis for terminating the contract under the Terms and Conditions or other rights and remedies available by law or provided by the contract.

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18.2 Stop Work Order. The County may at any time require Contractor to stop all or any part of the work by written order. Upon receipt of a stop order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize incurring of further costs during the period of stoppage that might be chargeable to County associated with the portions of the work covered by the order. If Contractor incurs losses, it may make a claim under the Pinal County Procurement Code.

18.3 Non-exclusive Remedies. The County's rights and remedies under the contract are not exclusive.

18.4 Nonconforming Tender. The materials provided and services performed must comply fully with the contract. Providing materials or performing services or any portion thereof that do not comply fully constitutes a breach of contract, in which event the County will be entitled to exercise any remedy available to it under the contract or laws.

18.5 Right to Offset. The County is entitled to offset against any sums due contractor, any expenses or costs the County incurs, or damages the County assessed concerning Contractor's non-conforming performance or failure to carry out the work, including any expenses, costs, and damages to which it is entitled by the contract or laws.

19. CONTRACT TERMINATION

19.1 Termination for Conflict of Interest. Pursuant to A.R.S. § 38-511, the County may terminate this contract within three (3) years after the effective date without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the County is or becomes an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract. Any such termination will be effective when Contractor receives the County's written notice of the termination unless the notice specifies a later date. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

19.2 Gratuities. The County may by written notice, terminate the contract in whole or in part if the County determines that employment or a gratuity was offered or made by Contractor or a representative of Contractor to any officer or employee of the County for the purpose of influencing the outcome of the procurement or the administration of the contract, or in anticipation of receiving any favorable treatment concerning the contract or performance of the contract. The County, in addition to any other rights or remedies available to it, will be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by Contractor.

19.3 Suspension or Debarment. The County may, by written notice to Contractor, terminate the contract immediately if the County discovers that Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. The County has taken Contractor's submittal of the accepted offer and will take its performance under the contract as Contractor's attestation that it is not currently suspended or debarred. If Contractor subsequently becomes suspended or debarred, it shall notify the Procurement Officer immediately.

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a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. The contractor must comply with 2 C.F.R. pt. 180, subpart C and2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by Pinal County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Pinal County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of this contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

19.4 Termination for Convenience. The County may terminate the contract when in the best interest of the County, in whole or in part, at any time, and without penalty or recourse on Contractor's part other than as expressly stated in the contract. Upon receipt of the County's written termination notice, Contractor shall stop work as directed in the notice, notify all subcontractors of the termination and its effective date, and minimize any further costs that might be chargeable to the County. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice. In the event of termination under this paragraph, all documents, data, and reports prepared by Contractor under the contract will become the County's property and Contractor shall deliver it all promptly on demand. Contractor will be entitled to receive just and equitable compensation for necessary and attributable unfinished materials on hand, work in progress, work completed, and work accepted before the effective date of the termination.

19.5 Termination for Default. In addition to the rights reserved to it under the contract, the County may terminate the contract in whole or in part due to Contractor's failure to:

a. Comply with any requirement, term, or condition of the contract;

b. Obtain and maintain all required insurance policies, bonds, licenses, and permits;

c. Make satisfactory progress in carrying out the work; or

d. Failure to conduct business in an ethical or legal manner.

Procurement Officer shall give written notice of the termination and the reasons for it. Upon termination under this paragraph, all documents, data and reports prepared by Contractor under the contract and all necessary and attributable unfinished materials on hand, work in progress, work completed, and work accepted will become County's property, and Contractor shall deliver all of it immediately on demand. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice. The County may, following termination of the contract

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under this paragraph, procure on terms and in the manner it determines to be appropriate materials or services to replace those that were to have been provided or performed by Contractor, and Contractor will be liable to the County for any excess cost the County incurs in procuring such substitutes.

20. CONTRACT CLAIMS

20.1 Claim Resolution. All claims and controversies shall be subject to the Pinal County Procurement Code.

20.2 Arbitration. It is understood and agreed that no provision of any resulting contract shall require arbitration upon the County except by the County's express written consent given subsequent to the execution of the contract. However, if both parties agree, disputes may be resolved through arbitration. The dispute shall be resolved as provided for in A.R.S. § 12-1501, *et seq*. The Contractor shall continue to render the services required by this contract without interruption, notwithstanding the provisions of this section.

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This agreement and exhibits hereto, as well as any purchase orders issued against this agreement, shall constitute the entire agreement between the parties with respect to the goods or services ordered under this agreement. No amendment to this agreement will be effective or binding upon the parties unless set forth in writing.

**IN WITNESS THEREOF**, the parties have affixed their signatures to this Contract on the date written below.

| **PINAL COUNTY**<br>**31 N. Pinal Street**<br>**Florence, AZ 85132** | **KARPEL SOLUTIONS**<br>**9717 Landmark Parkway, Suite 200**<br>**St. Louis, MO 63127** |
|---|---|
| BY: Anthony Smith<br>(Name) | BY: Matt Ziemianski<br>(Name) |
| Chairman<br>(Title) | CEO<br>(Title) |
| (Signature) | (Signature) |
| DATE: September 30, 2020 | DATE: 9/18/2020 |

Approved as to Legal Content:

9/18/2020

Pinal County Attorney's Office (Date)

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Exhibit A

# Scope of Work

The Contractor shall adhere to the following minimum specifications, performance requirements and all terms and conditions within this contract for the legal case management system.

1. **Desired Features**

1.1 A system that provides the public and county criminal justice department users tools to view agency-defined case and name data, create permission-based access for sensitive data, allow pro se litigants and attorneys to e-file cases and documents, downloading discovery and case participants to make payments online.

1.2 Document automation functionality that automatically generates multi-page documents, charging packets, subpoenas, batch documents, warrants, simple letters, required reports and other frequently used documents—using document templates. These documents automatically populate with the information stored.

1.3 Business Rule functionality to automatically generate and print any documents and forms at a certain time or after a specific event, for example, triggered by calendar entries, case status changes, etc.

1.4 Business Rules to automate much of the workflow, allows case statuses, events, reports, and notifications to be linked to and triggered by each other and timed events.

1.5 Ability to create an unlimited number of fields, create screens and data views based on users and groups, embed external programs, define code tables, create your own graphical dashboards, add an unlimited number of case types.

1.6 Reporting Tools and Tracking Capabilities

1.6.1 Reporting Tools

- Useful Standard Reports that allow easy access to analyze historical data.
- Reporting tools where authorized users can create additional ad-hoc and custom reports defining the format, look, and content of reports that allow query, display, and printing of data to meet grant and statistical requirements. Intuitive interface that allows cross tabular data to be presented with charting and graphing, drill down reporting, and hyperlinks that allow quick case and name access.

1.6.2 Tracking Capabilities

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- Daily Court Calendar tracking (e.g., Court Calendars, Court docket information, etc.) with ability to update while in court by attorneys.
- Counsel's petitions and e-filings
- Case Costs
- Attorney Performance measures
- Demographics

1.7 Electronic Filing Capabilities

1.7.1 Electronic filing from the Pinal County Sheriff's Office Spillman system for booking data and supporting documentation.

1.7.2 Electronic filing to the Pinal County Superior Court.

1.7.3 Electronic filing with the Arizona Department of Transportation's Arizona Disposition Reporting System (ADRS).

1.7.4 Electronic filing of Pinal County Law Enforcement Agencies booking data and supporting documentation via a web portal

2 **System Requirements**

2.1 The proposed case management system must support the work performed bythe Pinal County Attorney's Office in connection with felony and misdemeanor adult and juvenile offenders and accused, complainants, victims, witnesses, discovery, and investigations.

2.2 The system must allow for electronic retention of all case documentation, including photos and video/audio media, and have the framework to send and receive information from law enforcement agencies, the Probation Department, the Public Guardian's Office, County Counsel, and the Courts.

2.3 The system must support the County's need to establish trusted systems formaintaining electronic records created or stored as an official records.

2.4 The system should be browser-based and capable of high-demand processing. It should be capable of supporting 170 concurrent users, and to accommodate 300% growth overa period of five years.

2.5 The system should support modern web browsers and not require unsecured custom browser configurations.

2.6 The system must be capable of providing County staff access via tablet or mobilephone to the complete client electronic file from courtrooms, jails and other facilities.

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2.7 The system must provide for intuitive data entry, navigation, identification and elimination of duplicate entry, and reporting procedures for all data elements. It should not take inordinate amounts of time and complex steps for users to enter data and track case information.

2.8 The functional requirements that we are hoping to satisfy with implementation of a new case management system are included in Questionnaire.

3 **Testing**

3.1 Contractor must provide multiple environments for testing and development at no additional cost.

4 **Implementation**

4.1 The system needs to be in place on or before by the County's anticipated go-live date of June 1, 2021.

4.2 Implementation will require conversion and import of data from the currentcase management software system (JustWare 6.0).

4.3 Development and implementation of Interfaces will be required with other County systems including:

4.3.1 Sheriff's Office Records Management System (Spillman Technologies Records Management System)

4.3.2 Arizona Department of Public Safety (ADRS- Arizona Disposition Reporting System)

4.3.3 Criminal Justice Statistics to Web Portal for public consumption (Arizona Legislative Bill HB2605)

4.3.4 Probation Office, Superior Court Clerk and Public Defender disclosure to consume data (Currently JustWare JusticeWeb)

4.3.5 Pinal County Superior Court's system (AJACS- Arizona Judicial Automated Case System) to pull docket codes, docket calendars and obtain sentencing information.

5 **Maintenance and Support**

5.1 A software service level agreement is required with clearly defined deliverables, guaranteed availability (via phone/email), response times and minimum qualifications for support staff. The agreement should include a clearly defined trouble escalation process to address issues.

5.1.1 Support shall at a minimum be based in the United States and available between 7:30 AM- 5:30 PM Arizona time

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## 6 Training

6.1 Supplier must provide sufficient detailed training to allow the County project team to participate in the configuration process, thus reducing overall project costs to Pinal County. In particular, vendor must provide instruction on building custom reports, automating documents, building business rules, and administering other aspects of the system.

6.2 The system should have an integrated Help menu.

6.3 Training and support resources available through the software or the vendor's website should include FAQs and video training,

6.4 After go-live, Supplier must provide regular training opportunities through webinars, user conferences, annual onsite training, newsletters, etc.

## 7 Supplier Experience and Qualifications

7.1 Supplier personnel supporting the installation and maintenance of the County's system must successfully pass a background check as defined by the County. The supplier shall be responsible for providing personnel who are acceptable to the County. Personnel may be required to sign formal non-disclosure and/or conflict-of-interest agreements to guarantee the protection and integrity of the County's information and data.

7.2 Key personnel involved in the implementation of the system should have recent, direct experience with users in the prosecutor work environment to understand those unique needs and have had regular contact with users and their on-going input on the system.

7.2.1 The County reserves the right to request replacement of Project Manager or any other consultant assigned to the County's project.

## 8 Additional County Department Needs

8.1 The system shall be made available to additional Pinal County Departments as requested by the County.

8.1.1 Proper security and access measures will need to be in place to ensure data and information is kept separate as needed.

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Exhibit B

## Contract Pricing

| Description | Price | Notes |
|---|---|---|
| *Licenses/Subscription (one-time cost) | $390,000 for 200 perpetual licenses | Also includes External Agency Portal with unlimited External Agency Portal users. |
| *Additional Licenses (over 200) | $1,800 per license | |
| *Hosting | $39,000 per year | Includes 100TB data storage replicated between two Microsoft Azure Zones (based on a five year agreement) |
| Implementation (one-time cost) | $10,700 | |
| Interfaces (one-time cost) | $30,000 | Interfacing with four identified systems in Scope of Work. ADRS XML interface is at no additional cost. |
| Hosted Testing Environment | $1,000 per year | |
| Data Conversion (one-time cost) | $25,000 | |
| *Maintenance and Support | $90,500 per year | No increase for the first five years of the contract. Includes 170 users. |
| *Maintenance and Support (additional users over 170 users) | $450 per user per year | |
| Customization including Custom Reports | $25,000 | Includes up to 150 custom reports. |
| *eDiscovery | $17,850 per year | Unlimited eDiscovery at this cost as long as Pinal County is a PROSECUTORbyKarpel client. |
| Training | $58,000 | Onsite training cost includes: 3 days for a Mock go-live and system administrator training to occur 30 days prior to scheduled go live date; 4 days pre-live training to occur during the week prior to go-live; 5 days training and support during go-live week; 3 days post live training/support. Karpel Solutions will provide multiple resources for all scheduled training to assist the trainer and provide floor support during all training days. |
| Source Code-beneficiary | Estimated $1,000 per year | |
| Travel Expenses | Estimated $25,000 | Not to Exceed Value –County will only be charged actual expenses. |

*Tax will be charged

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Exhibit C

# Contractor's Proposal

Continued on the next page.

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Supplier Contact Information

# LEGAL CASE MANAGEMENT SOFTWARE
# 200125RFP

## Supplier Name: **Karpel Computer Systems Inc., D/B/A Karpel Solutions**

Street Address (Line 1): **9717 Landmark Parkway, Suite 200**

Street Address (Line 2):

City: **St. Louis** State: **MO** Zip Code: **63127**

Main Office Telephone Number: **314-892-6300** Alternate Number:

Website: **www.karpel.com**

## Contacts:

Direct questions regarding solicitation proposal to:

Name / Title: **John Kitsmiller**
Role/Responsibilities: **Sales**
Telephone Number: **314-892-6300 x 145** Alternate Number:
E-mail Address: **jkitsmiller@karpel.com**

If awarded, direct Sales questions to:

Name / Title: **John Kitsmiller**
Role/Responsibilities: **Sales**
Telephone Number: **314-892-6300 x145** Alternate Number:
E-mail Address: **jkitsmiller@karpel.com**

If awarded, direct Contract and Renewal questions to:

Name / Title: **Matt Ziemianski**
Role/Responsibilities: **CEO**
Telephone Number: **314-892-6300 x140** Alternate Number:
E-mail Address: **mziemianski@karpel.com**

If awarded, direct Accounting questions to:

Name / Title: **Liz Karpel**
Role/Responsibilities: **CFO**
Telephone Number: **314-892-6300 x121** Alternate Number:
E-mail Address: **lkarpel@karpel.com**

Key Personnel

Karpel Solutions has a dedicated team that provides project management, data conversion services, document template conversion services, data exchange services, training, installation and on-going support during and after all implementations. All team members are background checked and fingerprinted yearly for CJIS compliance and have the skills and experience necessary for a successful implementation in Pinal County.

Resources are assigned to projects as implementations are scheduled. However, team members who will most likely be assigned to your project include the following:

**Project Manager and Trainer**

**Laurie Duke** is a graduate of Sanford Brown Business College, Missouri and has over 18 years' experience working in prosecution as an office manager and paralegal. Laurie was instrumental in the Missouri project by actively participating in their technology committee and assisted with the design and testing of all customizations, provided supplemental training to other offices and participated as a pilot site. Since joining Karpel Solutions in 2010, her organizational and project management skills allowed her to lead the Maricopa County AZ project along with all other AZ County projects. Besides providing training and project management for projects in Arizona, Laurie provided project management for all implementations in Oregon, Oklahoma (Tulsa County and Oklahoma County), South Carolina, Maryland, Kansas and Louisiana.

**Data Conversion Specialist**

**Dawn Collins** is a graduate of Jefferson College, Missouri and has been employed by Karpel Solutions as a programmer and application developer since 1998. Dawn has worked extensively developing software applications and providing training and support for those applications. She currently provides programming support, application enhancements and customization testing, and data conversion for PROSECUTORbyKarpel.

**Document Template Conversion Specialist**

**Tina Meyer** is a graduate of the Southern Illinois University at Edwardsville with a B.S. in Business Management. She has over 10 years of management experience and over 11 years of law enforcement support. While at Karpel Solutions, Tina has transitioned into converting the majority of client documents for utilization in both prosecution and defender applications. She routinely provides document training, client support, and troubleshooting.

**Development Manager**

**Brad Harris** is a graduate of Rice University- Houston, TX with a B.A in Computer Science and Math. He is a skilled programmer and application developer with over 15 years' experience providing application development and consulting services for StarTex Software and BMH Consulting in Houston before joining Karpel Solutions. Brad provides programming support, application enhancements and is instrumental in interface development and support.

**Product Manager**

**LeeAnn Karpel** is a graduate of the Academy of Art University, San Francisco California with a B.A in Fine Arts, Animation and has 10 years' experience in Product Management with companies such as Beachbody, NHN Entertainment USA and TheMLS.com. She provides product management for enhancement development and interface development for PROSECUTORbyKarpel.

**Report Development**

**Tyler Ingham** is a graduate of Vatterott College, St. Louis Missouri with Associate degree in Computer Programming. He is a skilled developer with over 15 years' experience. Tyler provides software development and is a highly skilled SSRS report builder. Tyler provides report development and support for our customers.

**Director of PROSECUTORbyKarpel**

**Joe Heltibrand** is a graduate of Webster University, Missouri with a B.S. in Computer Science. He is a Microsoft Certified Professional and Oracle Certified Professional. He is part of the original team that developed the application in 1999. He is a highly skilled and experienced programmer, interface developer and data migration specialist. He has successfully converted data for many of our implementations and provides ongoing application development and interface development support. He is the driving force and leader that directs all development efforts and protects the integrity of the application.

**Karpel Solutions Project Plan**

## Project Approach

Karpel Solutions provides all services for a customer transition. This includes project management, data conversion, document template conversion, system configuration, system installation, interface development, onsite training and go live support. Project implementation timelines for the majority of our customers range from 3 months to 8 months. Each project timeline includes the following:

- Pre-Implementation Meeting
- Business Analysis and Fit/Gap Assessment
- Application and Database Installation
- Data Conversion Reviews
- System Customization Review
- Scheduled project conference calls
- User acceptance testing
- Onsite go live training and support

Karpel Solutions' project approach is unique and highly successful. While other vendors will provide you with multiple teams such as a project team, a training team, and a support team, Karpel Solutions provides one team for each project. Each member of our project team serves multiple roles throughout the project lifecycle. For example, the lead project manager and assistant project manager will also be the lead and assistant trainer. Additional assistant trainers provide implementation services such as document template conversion, business processes analysis, and pre-implementation duties required for a successful transition. Our data migration specialists work closely with the project managers and customer staff to ensure the validity of the conversion and that no data is lost. Our helpdesk, consisting of technology professionals, provide hardware/software and networking consultations and work closely with customer IT departments for go live preparation and post live support. Furthermore, you are provided with direct access to all team members for up to 30 days' post-implementation support. This approach allows the project team to have a full understanding of all your business practices and procedures from the beginning of the project to the completion of training, resulting in a successful implementation and smoother transitional period.

## Project Plan

Karpel Solutions will begin each project with a project kickoff meeting with designated staff from the County Attorney's Office and Technology Department. This will be a 2-day onsite meeting where system configuration will begin with an analysis of current business practices, gap/fit analysis, data conversion analysis, interface development analysis, reporting analysis, document template gathering for conversion and formalizing schedules such as data conversion milestones, installation and training.

It is recommended that the County Attorney provide members/supervisors from each unit to represent their department. These members will be referred to as system administrators. System administrators do not need a technical background but must be proficient in all business processes

within their department and the authority to make decisions. The role of the system administrator is to assist with the configuration of the application; perform user acceptance testing; assist with data conversion validation and system configuration reviews; schedule their staff for training; attend all training with their staff; set and enforce policies and procedures in using the system, and will be the contact person for their unit if a problem arises after implementation and training.

**Pre-Implementation Meeting**

1. Karpel Solutions will begin training the agency system administrators regarding the best practices developed by implementations of other customers in Arizona and throughout America.
2. Karpel Solutions will carefully listen to the system administrators and project managers as be begin documenting the application workflow which will form the basis for the configuration of PROSECUTORbyKarpel.
3. Determine and gather the documents needed for template creation.
4. Provide detailed instructions on completing a pre-implementation spreadsheet that will be loaded into the system prior to training. This spreadsheet will contain law enforcement agencies; officers; prosecuting attorneys; defense attorneys; judges; court/docket divisions, workflow events, disposition codes and all users of the system. This spreadsheet will contain data received from the first data conversion. Its purpose is for data cleansing.
5. A schedule for data conversion reviews will be created and included in the project timeline. Milestones will be placed into the schedule to ensure all timelines are met prior to training. We will rely on the system administrators and/or designated power users to review data using our data validation worksheets during the conversion for accuracy.
6. During the business analysis, a Fit/Gap assessment will be made and incorporated into the project timeline.
7. A communication plan will be established between Karpel Solutions and the project manager.
8. A proposed training schedule will be given to the project manager/system administrators that will include training group assignments and training class descriptions. Training will continue for System Administrators throughout the entire timeline.
9. Karpel Solutions will review and receive contacts and any data exchange documentation for interface requirements as deemed necessary.

Karpel Solutions will provide a Project Implementation Timeline that will include scheduled meetings; required agency resources; project scope; initial implementation and training plans, and all other deliverables as determined during the project kickoff meeting.

**Business Analysis and Fit/Gap Assessment**

Karpel Solutions understands that most customizations to each agency will be data driven through code tables that will be prefilled as defined by each agency. System Options to enable/disable certain features and show/hide system fields will also be part of this custom implementation. It has been our experience that each agency may have different procedures that require some software customization. There may be a data element that we don't currently capture but is needed for case processing or reporting requirements.

1. Karpel Solutions, the project manager and system administrators will review current software functionality and identify areas in which software customization is required. This will be performed on a first data conversion to show how your data looks in the application.
2. The project manager and system administrators will review how case processing occurs in the application and will provide detailed explanations of all noted inadequacies.
3. Karpel Solutions will make the required software customizations, depending on the scope ofthe customization, at no cost to the County as we have for all other implementations. Depending on the scope of the modification, any changes to the timeframe will be mutually agreed upon by Karpel Solutions and County of Pinal.

**Application and Database Installation**

1. The County will establish a secure VPN connection allowing Karpel Solutions access to the legacy server if not going hosted.
2. Karpel Solutions will install the application database and upload the second data conversion files on the agency site.
3. Karpel Solutions will upload the client remote support tool to the server. County IT will install the client remote support tool, perform application testing, operating system and browser compatibility test and MS Office compatibility /document generation tests on all agency workstations

**Data Conversion**, **System Customization Review, user acceptance testing**

1. The second data conversion will be exported to the agency site where it will be imported into our database.
2. Via a 4-hour webinar, Karpel Solutions, the designated system administrators and project manager will review the data for inaccuracies using our data validation spreadsheets. Completed system customizations will also be reviewed.
3. Karpel Solutions will continue to train system administrators and the project manager how to use the basic functions of the application during this webinar to being user acceptance testing.
4. System administrators and the project manager will receive a user ID and password to access the application for data conversion review, system customization review and user acceptance testing. Inaccuracies will be reported to Karpel Solutions by the project manager.
5. Via a second 4-hour webinar, Karpel Solutions and the agency will review the most critical document templates, such as charging instruments, subpoenas and victim/witness letters. All other documents may be tested by System Administrators after this webinar and report document conversion issues to Karpel immediately to be correct by Karpel Solutions.
6. Typically, many subsequent data and document review webinars are held as items reported by the System Administrator are corrected.
7. Once data accuracy and user system testing is approved by the project

manager/system administrators, the data conversion will be complete awaiting the final data cut for general training and go live.

We will work closely with the County IT department and the project manager to retrieve data from the County's server. We will schedule on-line demonstrations with the project manager and designated system administrators to review data conversion and system customization accuracy as outlined in the project timeline.

**Data Exchange Interfaces**

Based on the limited specifications provided regarding the interfaces you currently have in place, we feel this can be accomplished as follows:

1. **Law Enforcement Interface**

PROSECUTORbyKarpel' s built in Law Enforcement transfer will be configured to receive data exchanges from your Sheriff department. Karpel Solutions sees this interface as primarily inbound charging requests that would use our Law Enforcement Transfer wizard to carefully manage the import of charging information.

2. **ADRS (Arizona Disposition Reporting system**

PROSECUTORbyKarpel has the ability to transfer required data to ADRS and is currently submitting disposition reporting for other customers in Arizona.

Karpel Solutions will work closely with the County IT Department and other personnel referred by the County to build and/or modify and test data exchanges that are currently in place, or are required at go live, or a future date. We expect these interfaces to be completed within the interface project timeline. However, this is based on the availability and cooperation of the other data exchange partners. Data exchanges not currently in place, but desired by the County will be reviewed and placed into a Phase II project schedule and require the completion of our Interface Request Form. For example, our Court interface provides the ability to electronically file data and documents with court systems. Additionally, PROSECUTORbyKarpel provides the ability to receive court event data from court systems through our Court Import feature.

**Mock "go-live" System Administrator Training**

1. Karpel Solutions project manager and trainer will train agency system administrators on exactly how staff will be trained upon go live within 30 days of the agency's designated go live date.
2. System administrators will be trained on preliminary data conversion and will include document templates and workflow configurations.

Karpel Solutions project manager and trainer will train agency system administrators on **PROSECUTORbyKarpel** to further define workflow and system configurations 30 days prior to go live. The commitment of the system administrators and project manager will determine the success of the implementation. Karpel Solutions will work closely with the system administrators and the project manager to support them during this time for a successful implementation.

Project Timeline

Karpel Solutions begins all projects by receiving a copy of the customer's legacy data to begin the conversion process. This should occur within 30 days or less after contract signing. This allows us to show you how your data will look in the software and to extract current codes table data into a well-organized pre-load workbook for your system administrators to begin system configuration after our fist onsite pre-implementation meeting.

The following Implementation Timeline is a generalization of our current implementation plan for an office the size of the County Attorney's Office. While each implementation is unique and requires some additional requirements worked into the timeline, our Implementation Timeline is built around the "go live" date. Specific milestones and deadline dates are worked into the plan in order to meet this date.

**PROSECUTORbyKarpel Implementation Timeline**

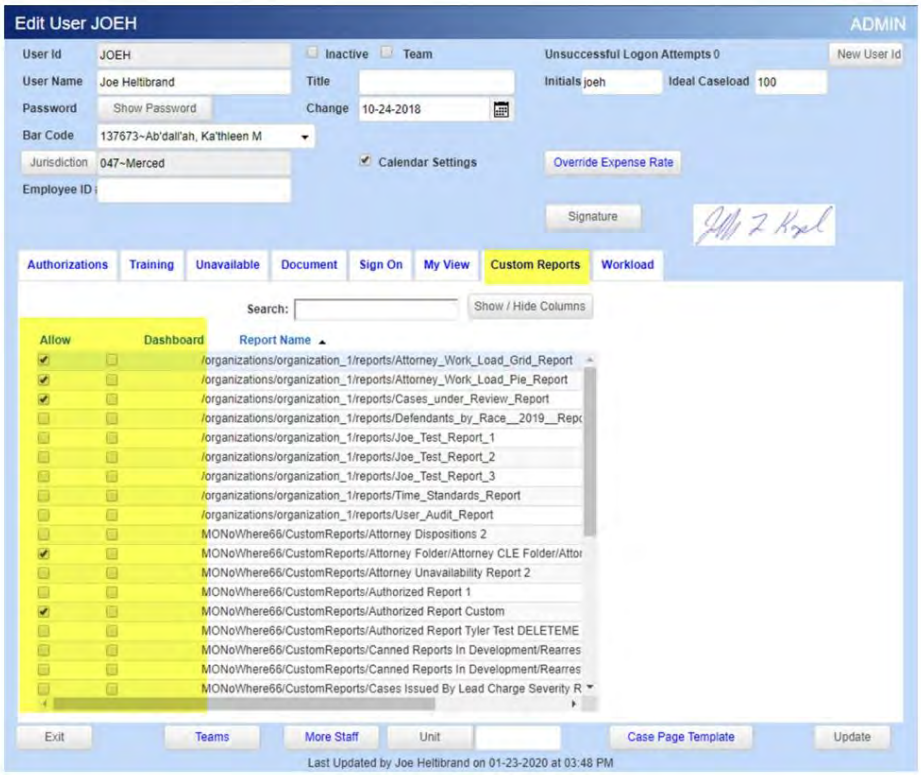
| Deadline | | Tasks and deliverables | Days out |
|---|---|---|---|
| **Project start date after contract signing** | | Webinar Conducted. Project Pre-Implementation Meeting is scheduled. Review customer and Karpel commitment for a formalized project plan. 1st Legacy Data Extraction is provided to Karpel. This data extraction will be used for the pre-implementation meeting. This extraction needs to be a SQL database if possible. Karpel will assist if deemed necessary.<br>**Assigned resources: Vendor project manager, customer project manager** | 120 |
| | | Server & PC assessment completed, and any necessary hardware or software ordered to meet PBK Installation Prerequisites. **Assigned resources: Customer project manager and IT personnel** | 100 |
| | | **2 days onsite pre-implementation meeting with project manager and System Administrators. Application Overview WITH the 1st data conversion complete!** Project Team is selected including Karpel Staff and Customer System Administrators. (One Customer System Administrator must be a Policy Setting Attorney). This meeting will begin with application overview, legacy data application analysis, enhancement definitions and interface definitions. PBK Pre-load configuration is explained and initial Document Templates are received. Workflow pre-configuration is conducted. **Assigned resources: Vendor project manager, customer project manager, system administrators** | 90 |
| | | Teleconference status meeting with Karpel and agency project manager will occur to review progress on hardware/software assessments, finalize pre-implementation meeting timeline agreement. **Assigned resources: Vendor project manager, customer project manager/system administrators** | 80 |
| | | **1st Data Conversion Webinar** is reviewed on Karpel servers along with the PBK Pre-load worksheets. Agency Document Templates are received. Data validation spreadsheets will be explained, and data validation will begin. System Administrator training begins. Workflow pre-configuration is conducted. System enhancements are completed and demonstrated. Interfaces are reviewed and analyzed to define testing procedures. **Assigned resources: Vendor project manager, vendor data migration specialist, customer project manager, system administrators, selected data validation users.** | 60 |

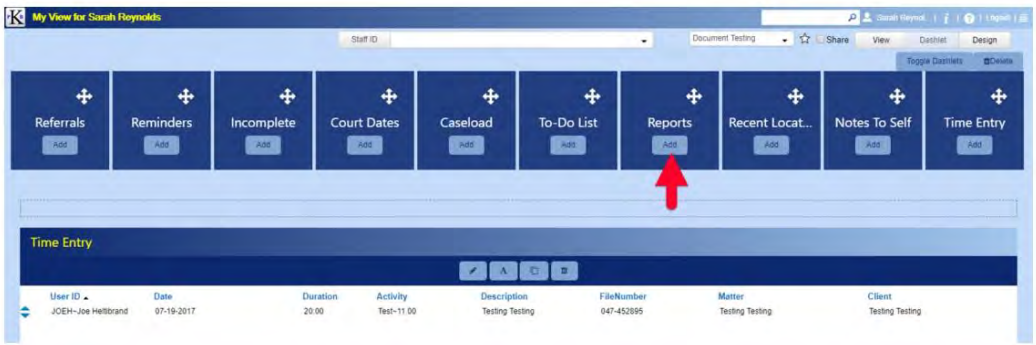
| | | | |
|---|---|---|---|
| | | Teleconference status meeting with Karpel and agency project manager will occur to review progress and answer additional questions regarding pre-load spreadsheet. **Assigned resources: Vendor project manager, customer project manager/system administrators** | 45 |
| | | Karpel Support installation and application testing on each workstation should begin at this time. Karpel Solutions or local IT support will schedule workstation application testing and follow Karpel testing procedures to thoroughly test browser functionality, document generation, Calendaring and email on each workstation. **Assigned resources: Vendor project manager, 2 vendor technicians, customer project manager and IT personnel.** | 45 |
| | | **Online document template conversion review**- Customer will review converted templates for accuracy and report any inaccuracies to Karpel over the next two weeks. **Assigned resources: Vendor project manager, vender document conversion specialist, customer project manager, system administrators** | 40 |
| | | The agency project manager will provide Karpel with any additional Legacy Data, additional Legacy Documents and a fully complete PBK Pre-Load Spreadsheet and completed data validation spreadsheets from the first data conversion. The agency project manager will notify agency IT support to coordinate the legacy data upload for final conversion with Karpel. **Assigned resources: Vendor project manager, vender data migration specialist, customer project manager and IT personnel.** | 35 |
| | | Training Schedule is completed with assignment of all office staff to specific training sessions. The Policy Setting Attorney must attend the initial Configuration, Case Initiation and Event Entry sessions at a minimum. Training room and equipment are verified. **Assigned resources: Vendor project manager, customer project manager/system administrators** | 35 |
| | | **On site Pre-Live Administrator Training and Mock Go-live -** Karpel will train the System Administrators exactly as the staff will be trained upon go-live. The preliminary data conversion on the Agency's pre-production site will be used for this training including completed Document templates and Workflow Configuration. Agency will re-validate the accuracy of Defendants, Co-Defendants, Cases, Court Dates, Events, Dispositions, and Financials. Application testing will continue. Agency project manager will report all inaccuracies to Karpel. All Custom Enhancements are tested and verified. Begin final testing of all application interfaces if applicable. (at this point data conversion will repeated as deemed necessary by our data conversion experts to correct data conversion anomalies reported in the data validation spreadsheets) **Assigned Resources: Vendor project manager/trainer, assistant trainer, customer project manager, system administrators, selected data validation users.** | 30 |
| | | Teleconference status meeting with Karpel and agency project manager to review current data validations and acceptance testing. Review of timeline to meet scheduled "go live" date. **Assigned resources: Vendor project manager, customer project manager/system administrator**s. | 21 |
| | | Complete installation and testing of all workstations by Karpel Solutions or local IT support. **Assigned resources: Vendor project manager, customer project manager, customer IT personnel**. | 14 |

| | | | |
|---|---|---|---|
| | | Final teleconference status meeting with Karpel and agency project manager to verify final data accuracy and training area is prepared for scheduled training. **Assigned resources: Vendor project manager, customer project manager, system administrators** | 7 |
| | | Karpel trainers arrive at the Training Room. Final configuration of PBK is reviewed with all system administrators present. **User training begins with first two groups of users on preliminary data conversion** | 5 |
| | | Final Legacy Data received by Karpel. **Assigned resources: Vendor project manager, vendor data migration specialist, customer project manager, customer IT personnel** | 3 |
| **Go Live Date** | | **Final Data Conversion is loaded.** User training continues with remaining office staff (group training). Customer begins using PBK in a live state. | **Go Live** |

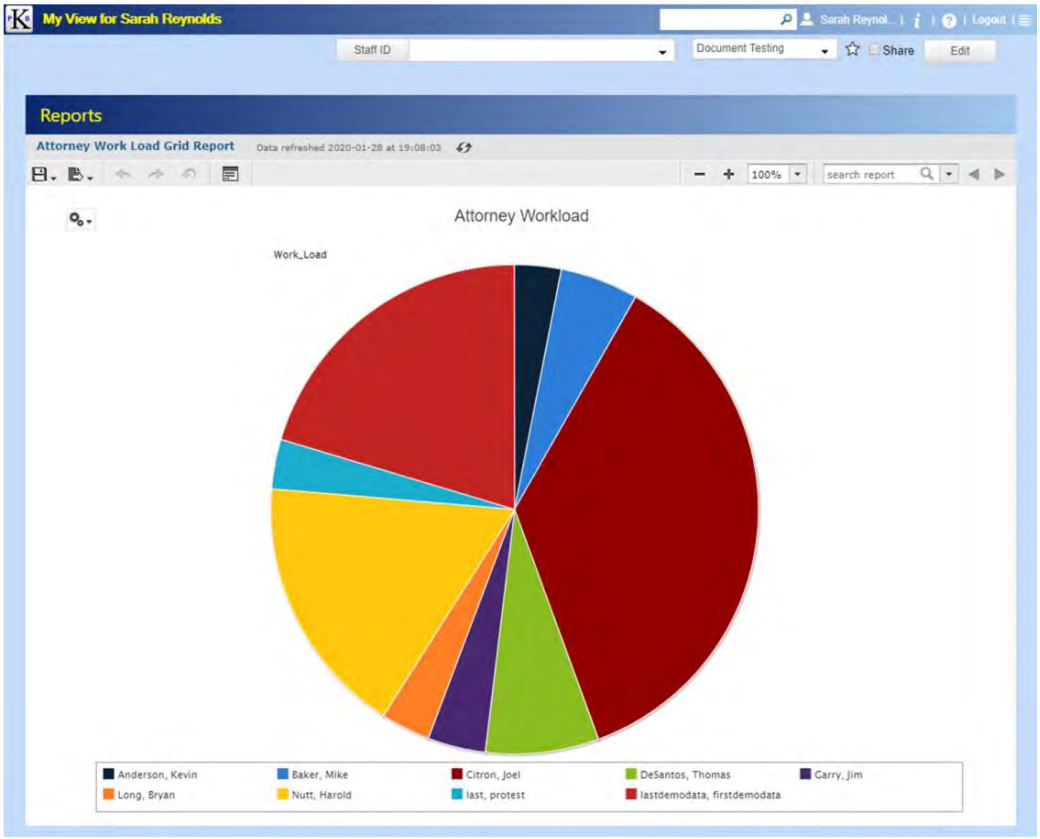
**PROSECUTORbyKarpel** has approximately 200 predefined reports that are categorized by function such as Maintenance, Attorney, Grand Jury, Sentencing, Statistics, Financials, Victim Services and Evidence tracking reports. Many reports contain hyperlinks to defendants, witnesses and cases allowing a user to drill down into specific information without leaving the report. All reports are designed in SSRS (Sequel Server Reporting Service). These reports can be copied and moved to your own custom report menu, giving you the ability to modify an existing report to meet your reporting needs. In addition to SSRS Report Builder for custom report development, **PROSECUTORbyKarpel** is integrated with Jaspersoft report builder as an alternative to SSRS. The annual license fee for Jaspersoft is $10,000 along with a one-time setup fee of $2,000.

Custom reports can be authorized for certain user access and also allowed on a user dashboard through user security profiles.



**Example of a report created with Jaspersoft**

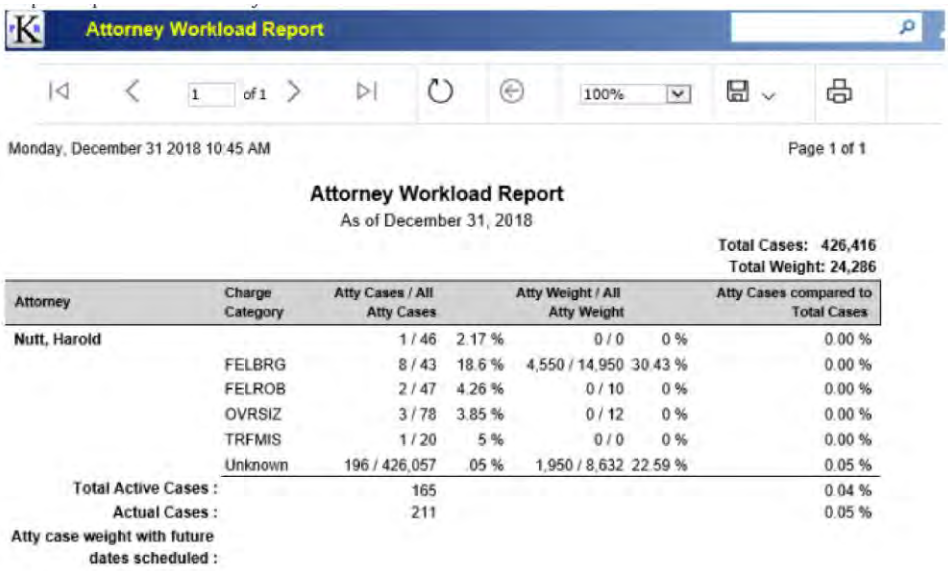



All reports allow users to select parameters such as dates, date ranges and table-driven data. Sort options are also available on most all reports. All reports can be exported into other formats such as Crystal Reports, PDF, Excel, Rich Text, Word and HTML.

***Please note- report examples display data based on system configuration from our test environment and will not accurately represent data based on your system configuration.***

## Below are some examples of Attorney Reports

There are several attorney reports available to assist management with workload assignment. For example, the Attorney Workload report will give you an up-to-date percentage of cases currently assigned to an attorney, or it can be generated to list cases with a breakdown of the number of felony and misdemeanor cases currently assigned to the attorney. This report is to help office management gauge the percentage of an attorney's workload allowing for assignment adjustments.



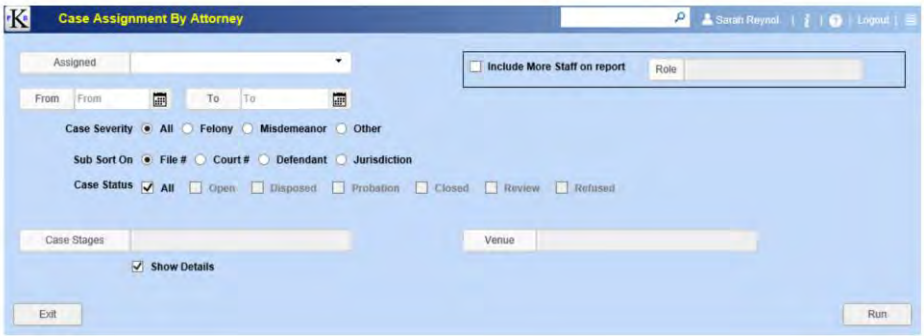

**Attorney Workload Report**

As of December 31, 2018

**Total Cases: 426,416**
**Total Weight: 24,286**

| Attorney | Charge Category | Atty Cases / All Atty Cases | | Atty Weight / All Atty Weight | | Atty Cases compared to Total Cases |
|---|---|---|---|---|---|---|
| **Nutt, Harold** | | 1 / 46 | 2.17 % | 0 / 0 | 0 % | 0.00 % |
| | FELBRG | 8 / 43 | 18.6 % | 4,550 / 14,950 | 30.43 % | 0.00 % |
| | FELROB | 2 / 47 | 4.26 % | 0 / 10 | 0 % | 0.00 % |
| | OVRSIZ | 3 / 78 | 3.85 % | 0 / 12 | 0 % | 0.00 % |
| | TRFMIS | 1 / 20 | 5 % | 0 / 0 | 0 % | 0.00 % |
| | Unknown | 196 / 426,057 | .05 % | 1,950 / 8,632 | 22.59 % | 0.05 % |
| **Total Active Cases :** | | 165 | | | | 0.04 % |
| **Actual Cases :** | | 211 | | | | 0.05 % |
| **Atty case weight with future dates scheduled :** | | | | | | |

This report lists all cases assigned to an attorney



Case Assignment By Attorney

71 of 71 100% Find | Next

Monday, December 31 2018 10:34 AM

**Case Assigned By Attorney**
Case Status: ALL
Sorted By: FILENUMBER

**123202 Nutt, Harold L**

| Next Date<br>Status<br>OCN #<br>LID # | Defendant<br>Defense Attorney<br>Co-Defendant | File #<br>Court #<br>Co-Def. Court #<br>Co-Def. File # | Speedy Trial<br>Party Settings<br>Pending Cases<br>Aging | Issued<br>Arraigned<br>Last Court<br>Date | Report #<br>Department<br>Location<br>Old File# | Charge/Matter Description<br>Neighbourhood<br><br>Case Category |
|---|---|---|---|---|---|---|
| REVIEW<br><br>LOCAL ID | Rogus, Toby Keith | 047-455782 | N<br><br>0 | | XYZTEST<br>CHP - Merced Office | Assault To Commit A Felony During The |
| OPEN | Dukie, Wayne | 047-455977 | N<br><br>6<br>24 | 12-07-2018 | 2018-120718<br>Los Banos Police Department | Burglary-Grand Theft<br>Grand Theft<br><br>CC |
| REVIEW | Badguy, Daisy<br><br>Badguy, Beth Ann<br><br>Badguy, Donald Duck | 047-455997<br><br>047-455249<br>98765<br>047-455246 | N<br><br>1 | | St. Louis Metropolitan Police Department | First Degree Burglary, Person Present<br>Ellendale |

Total Cases For Nutt, Harold L 429

This report will list cases along with the number of days in in court for each case.

Days In Court

From Date 12/1/2018 To Date 12/31/2018 View Report

Type of Case Misdemeanor UserID -- All --

Setting -- All -- Judge -- All --

Event -- All --

1 of 1 100% Find | Next

Monday, December 31 2018 10:22 AM

**Days in Court Report**
From: 12-01-2018 To: 12-31-2018

| File # | Defendant | Username | Setting | Event | Judge | StartDate | EndDate | Days |
|---|---|---|---|---|---|---|---|---|
| 047-454998 | Bogus, | Pippa Barrett | District Court 1 | Bake Texting Event | Bevins, Mary | 12-19-2018 | 12-19-2018 | 1 |
| 047-454998 | Bogus, | Pippa Barrett | District Court 1 | Bake Texting Event | Bevins, Mary | 12-19-2018 | 12-19-2018 | 1 |
| 047-455842 | Timberlake, Justin R | Pippa Barrett | Arraignment Room | Arraignment | Bevins, Mary | 12-12-2018 | 12-12-2018 | 1 |
| 047-455842 | Timberlake, Justin R | Pippa Barrett | Bail Review | Jury Trial | Bevins, Mary | 12-14-2018 | 12-22-2018 | 6 |
| 047-455842 | Timberlake, Justin R | Pippa Barrett | Pre Trial | Jury Trial | Bevins, Mary | 12-17-2018 | 12-17-2018 | 1 |
| 047-455842 | Timberlake, Justin R | Pippa Barrett | Arraignment Room | Jury Trial | Bevins, Mary | 12-17-2018 | 12-17-2018 | 1 |
| 047-455842 | Timberlake, Justin R | Pippa Barrett | Pre Trial | Jury Trial | Bevins, Mary | 12-17-2018 | 12-17-2018 | 1 |
| 047-455842 | Timberlake, Justin R | Pippa Barrett | Arraignment Room | Jury Trial | Bevins, Mary | 12-17-2018 | 12-17-2018 | 1 |
| 047-455842 | Timberlake, Justin R | Pippa Barrett | Arraignment Room | Jury Trial | Bevins, Mary | 12-17-2018 | 12-17-2018 | 1 |
| 047-455967 | Cooper, Al | Joe Heltibrand | Arraignment Room | 1368 Hearing | Bevins, Mary | 12-13-2018 | 12-13-2018 | 1 |

Total Days in Court : 15

## Below are some examples of Statistics Reports

This report lists cases that were issued on a defendant who was currently on probation on another case.

**Cases Issued During Probation**

Sarah Reynol... | | | Logout |

From Date 8/29/2018 To Date 12/29/2018 View Report

Case Status -- ALL --

1 of 1 100% Find | Next

Saturday, December 29 2018 12:06 PM

**Case(s) Issued From 08-29-2018 To 12-29-2018**
**While Defendant On Probation For Another Case**

| Defendant | File Number | Issued Date | Probation Case |
|---|---|---|---|
| Badguy, Donald | 047-455244 | 09-05-2018 | 047454438 |
| Badguy, Donald | 047-455246 | 09-05-2018 | 047454438 |
| Badguy, Donald | 047-455250 | 09-05-2018 | 047454438 |
| Hediger, Nesis | 047-455287 | 09-13-2018 | 047122760 |
| Bogus, | 047-455298 | 09-14-2018 | 047455783 |
| Bogus, | 047-455299 | 09-14-2018 | 047455783 |
| Bogus, Test(Orphaned Cases) | 047-450871 | 09-25-2018 | 047451287 |
| Bogus, | 047-454451 | 10-04-2018 | 047455783 |
| Bogus, | 047-455429 | 10-04-2018 | 047455783 |
| Bogus, Test(Orphaned Cases) | 047-455453 | 10-05-2018 | 047451287 |
| Bogus, Test(Orphaned Cases) | 047-451180 | 10-10-2018 | 047451287 |
| Bogus, Test(Orphaned Cases) | 047-451530 | 10-10-2018 | 047451287 |
| Bogus, Zeus | 047-455477 | 10-10-2018 | 047455032 |
| Bogus, Zeus | 047-455030 | 10-11-2018 | 047455032 |
| Bogus, Athena | 047-454386 | 10-15-2018 | 047455379 |
| Bogus, Athena | 047-454596 | 10-15-2018 | 047455379 |
| Bogus, Athena | 047-453752 | 10-16-2018 | 047455379 |
| Bogus, Athena | 047-454598 | 10-16-2018 | 047455379 |
| Bogus, Athena | 047-455515 | 10-16-2018 | 047455379 |
| Hediger, Nesis | 047-455597 | 10-19-2018 | 047122760 |
| Bogus, Athena B | 047-455601 | 10-19-2018 | 047454971 |
| Bogus, Zeus | 047-454721 | 11-16-2018 | 047455032 |
| Badguy, Toby | 047-455682 | 11-28-2018 | 047454223 |
| Bogus, Athena B | 047-455979 | 12-10-2018 | 047454971 |

Total Cases : 24

This report list data on felony and misdemeanor cases within a date range along with a disposition calculation.

**Executive Staff Report**

From Date: 1/1/2011 To Date: 1/1/2012 View Report

Disposition Category: -- ALL -- Detail: No

Attorney User ID: -- ALL --,DA57 - Alan Turner,D/ Case Stages: -- ALL --

1 of 1 100%

Wednesday May 13 2020 10:29 AM

## Executive Staff Report

From 01-01-2011 To 01-01-2012

| Felony Case Data | |
|---|---|
| | 2710 |
| Delinquent | 516 |
| Dependency | 2 |
| Total Felony Cases Issued | 3228 |
| Total Refused Arrests | 0 |
| Total Felony Referrals | 3163 |
| **Approx. Issue Rate** | **102.06%** |

| Misdemeanor Case Data | |
|---|---|
| | 4237 |
| Delinquent | 96 |
| Dependency | 1 |
| Total Misdemeanor Cases Issued | 4334 |
| Total Refused Arrests | 0 |
| Total Misdemeanor Referrals | 3687 |
| **Approx. Issue Rate** | **117.55%** |

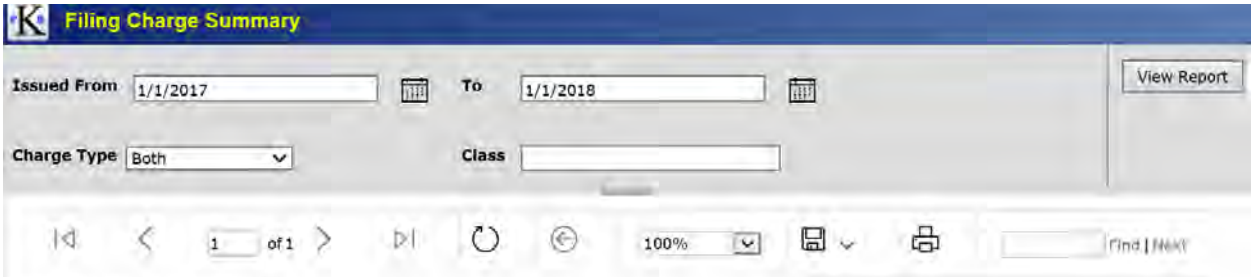
**Estimated Dispostion Calculations**

| Felony | | |
|---|---|---|
| Dismissed | 337 | 12.53% |
| Guilty By Bench | 1716 | 63.82% |
| Guilty By Jury | 23 | 0.86% |
| Not Guilty By Jury | 7 | 0.26% |
| Other Dispositions | 606 | 22.54% |
| Total | 2689 | 100.00% |

| Misdemeanor | | |
|---|---|---|
| Dismissed | 1307 | 32.30% |
| Guilty By Bench | 2298 | 56.80% |
| Guilty By Jury | 14 | 0.35% |
| Not Guilty By Jury | 1 | 0.02% |
| Other Dispositions | 426 | 10.53% |
| Total | 4046 | 100.00% |

Page 1 of 1

This report will list all charges filed within a date parameter, the number of times charge, number of defendants and cases.




Wednesday, May 13 2020 10:37 AM

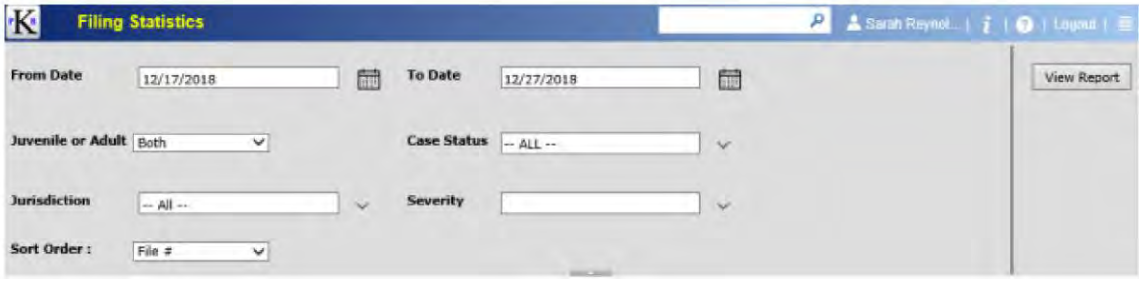
**Filing Charge Summary**

Issued Between 01-01-2017 And 01-01-2018 Both Charge Type

| Charge Description | Charged | Defendants | Cases |
|---|---|---|---|
| Assault | 4 | 2 | 4 |
| Assault On A Parking Control Officer | 1 | 1 | 1 |
| Battery Of A Current Or Former Significant Other | 1 | 1 | 1 |
| Corporal Injury To Spouse/Cohabitant/Child's Parent | 1 | 1 | 1 |
| Criminal Threats | 2 | 2 | 2 |
| Driving On Sidewalk | 1 | 1 | 1 |
| Driving When Privilege Suspended-test Refusal/blood Alcohol | 1 | 1 | 1 |
| First Degree Burglary, Person Present | 1 | 1 | 1 |
| First Degree Residential Burglary | 1 | 1 | 1 |
| Possession Of A Controlled Substance | 2 | 2 | 2 |
| Possession Of A Controlled Substance | 2 | 2 | 2 |
| Resist, Obstruct, Delay Of Peace Officer Or Emt | 2 | 1 | 2 |
| Resisting Executive Officer | 1 | 1 | 1 |
| | | **Total Cases:** | **12** |

Page 1 of 1

This report will list more detail on filing statistics within a date parameter



1 of 1 100% Find | Next

Thursday, December 27 2018 12:11 PM

## Filing Statistics

Issued Between 12-17-2018 And 12-27-2018

**F Felony**

| Defendant Name | File # | Court # | Issued Date | Charges |
|---|---|---|---|---|
| Rodriguez Bender | 047-454869 | | 12-18-2018 | 1 Attempted Burglary - 10829 |
| | | | | 2 Burglary - 10829 |
| Bogus William | 047-456019 | | 12-17-2018 | 1 Murder - 10481 |
| | | | | 2 Robbery - 1100000 |
| | | | | 3 Burglary-Grand Theft - 10830 |
| | | | | 4 Aggravated Arson - 12874 |
| Bogus Arnold | 047-456020 | | 12-17-2018 | 1 13000 - 13000 - Dissuading A Witness From Reporting A Crime - Dissuading A Witness From Reporting A Crime - F - 13000 - Dissuading A Witness From Reporting A Crime - Dissuading A Witness From Reporting A Crime - F - F |

Cases This Type: 3

**M Misdemeanor**

| Defendant Name | File # | Court # | Issued Date | Charges |
|---|---|---|---|---|
| Timberlake Justin | 047-456014 | | 12-20-2018 | 1 Failure To Deliver Ticket Or Voucher - 11799 - 11799 |
| Badguy Beth | 047-456024 | | 12-19-2018 | 1 Driving While An Addict |
| | | | | 2 Driving While Having A 0.08% Or Higher Blood Alcohol - 11229 |
| Bogus Alexis | 047-456028 | | 12-20-2018 | 1 Trespass On Public School Without The Consent Of Teacher - 11348 |
| Timberlake Justin | 047-456030 | | 12-20-2018 | 1 BP17550.17(b) |

Cases This Type: 4

**Total Cases : 7.00**

| Summary Type | Count |
|---|---|
| F Felony | 3 |
| M Misdemeanor | 4 |
| Total Cases : | **7.00** |

This report lists statistics on investigator services provided within a date parameter.

**Investigator Services Statistics by Service Report**

Sarah Reynol... | Logout

**Subtotal by Investigator** No

**Investigator** -- ALL --

View Report

**From Date** 1/17/2018

**Date To** 12/27/2018

**Service** AOD ARRESTCR - Arrest - Crim

1 of 1 100% Find | Next

Thursday, December 27 2018 10:44 AM

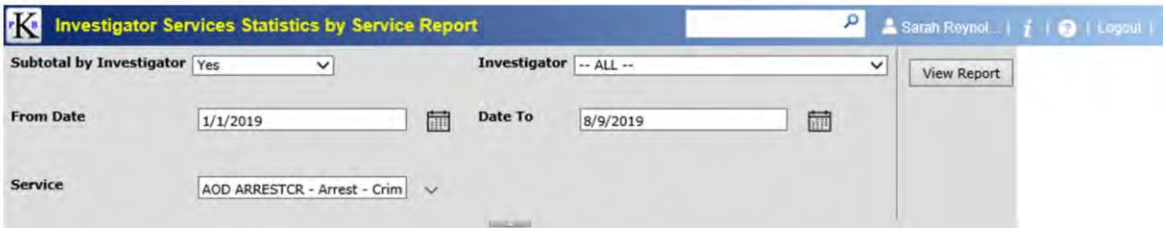
## Investigator Services Statistics by Service Report

From 01/17/2018 To 12/27/2018

For All Investigators

| Service Code | Description | Count | Minutes | % Of Total |
|---|---|---|---|---|
| AOD ARRESTCR | Arrest - Criminal Warrant | 3 | 0 | 4.55% |
| AOD ARRESTNEW | Arrest Based on Investigation | 6 | 0 | 9.09% |
| AOD BGCHK | Background Check | 14 | 0 | 21.21% |
| AOD BGINV | Background Investigation | 8 | 2 | 12.12% |
| AOD CITECR | Citation - Criminal | 3 | 0 | 4.55% |
| AOD CLETS | Certified CLETS Documents | 5 | 0 | 7.58% |
| AOD EVIDPRO | Evidence Processing | 5 | 0 | 7.58% |
| AOD JAILREC | Jail Recording | 5 | 0 | 7.58% |
| AOD LOCATE | Locate Person | 2 | 0 | 3.03% |
| AOD OTHER | Other | 1 | 0 | 1.52% |
| AOD SDT | Subpoena Duces Tecum | 1 | 0 | 1.52% |
| AOD SUBP | Personal Subpoena Service | 3 | 30 | 4.55% |
| CP 969B | 969(b) Prison Packet | 1 | 0 | 1.52% |
| CP SDT | Subpoena Duces Tecum | 1 | 0 | 1.52% |
| OT TRANSLATE | Translation | 1 | 0 | 1.52% |
| SQA150 | SQA150_Test | 1 | 0 | 1.52% |
| TEST | test &text | 2 | 0 | 3.03% |
| WA CALPHOTO | DMV Photo Printout | 1 | 0 | 1.52% |
| WA CITECR | Citation - Criminal | 1 | 0 | 1.52% |
| WA OTHER | Other | 1 | 0 | 1.52% |
| WA REPORT | Report | 1 | 0 | 1.52% |
| | Total : | 66 | | |

This report shows selecting to subtotal by investigator



1 of 1 100%

Friday, August 09 2019 9:34 AM

## Investigator Services Statistics by Service Report

From 01/01/2019 To 08/09/2019

For All Investigators

**Betty Oliver**

| Service Code | Description | Count | Minutes | % Of Total |
|---|---|---|---|---|
| AOD BGCHK | Background Check | 1 | 3 | 50.00% |
| AOD BGINV | Background Investigation | 1 | 0 | 50.00% |
| | Total : | 2 | | |

**Joe Heltibrand**

| Service Code | Description | Count | Minutes | % Of Total |
|---|---|---|---|---|
| AOD ARRESTNEW | Arrest Based on Investigation | 1 | 0 | 5.00% |
| AOD BGCHK | Background Check | 9 | 0 | 45.00% |
| AOD BGINV | Background Investigation | 1 | 0 | 5.00% |
| AOD CITECR | Citation - Criminal | 1 | 0 | 5.00% |
| AOD CLETS | Certified CLETS Documents | 1 | 0 | 5.00% |
| AOD INTERVIEW | Interview | 4 | 0 | 20.00% |
| AOD LOCATE | Locate Person | 1 | 0 | 5.00% |
| CP TRANSLATE | Translation | 1 | 0 | 5.00% |
| TR CLETS | Certified CLETS Documents | 1 | 0 | 5.00% |
| | Total : | 20 | | |

This report lists all cases that were placed on probation within a date parameter

Probation Report

From 11/1/2018 To 12/21/2018 View Report

1 of 1 100% Find | Next

Sunday, December 23 2018 4:23 PM

## Probation Report

From 11-01-2018 To 12-21-2018

**Severity = Felony & Supervised Probation = N**

| File Number | Cause Number | Defendant | Prosecutor | Issued Date / Sentenced Date | Charges / Probation | Severity / Supervised Probation |
|---|---|---|---|---|---|---|
| 047-454217 | 18-CR4434 | Scottie Badguy | Pippa Barrett | 11-28-2017 | Attempted Criminal Threats | F |
| | | | | 12-07-2018 | 1 Years, 0 Months, 0 Days | N |
| 047-455570 | 333333333 | Hera Bogus | Pippa Barrett | 11-06-2018 | 10827 - First Degree Residential Burglary - First Degree Residential Burglary - F | F |
| | | | | 11-15-2018 | 2 Years, 0 Months, 0 Days | N |
| 047-455865 | 123TESTPLEAOFFER | Hera Bogus | Pippa Barrett | 11-27-2018 | 1st Degree Residential Robbery | F |
| | | | | 11-27-2018 | 4 Years, 0 Months, 0 Days | N |
| 047-455866 | CT#PLEAOFFR | Hera Bogus | Pippa Barrett | 11-27-2018 | 1st Degree Residential Robbery | F |
| | | | | 11-27-2018 | 5 Years, 0 Months, 0 Days | N |

Group Total : 4

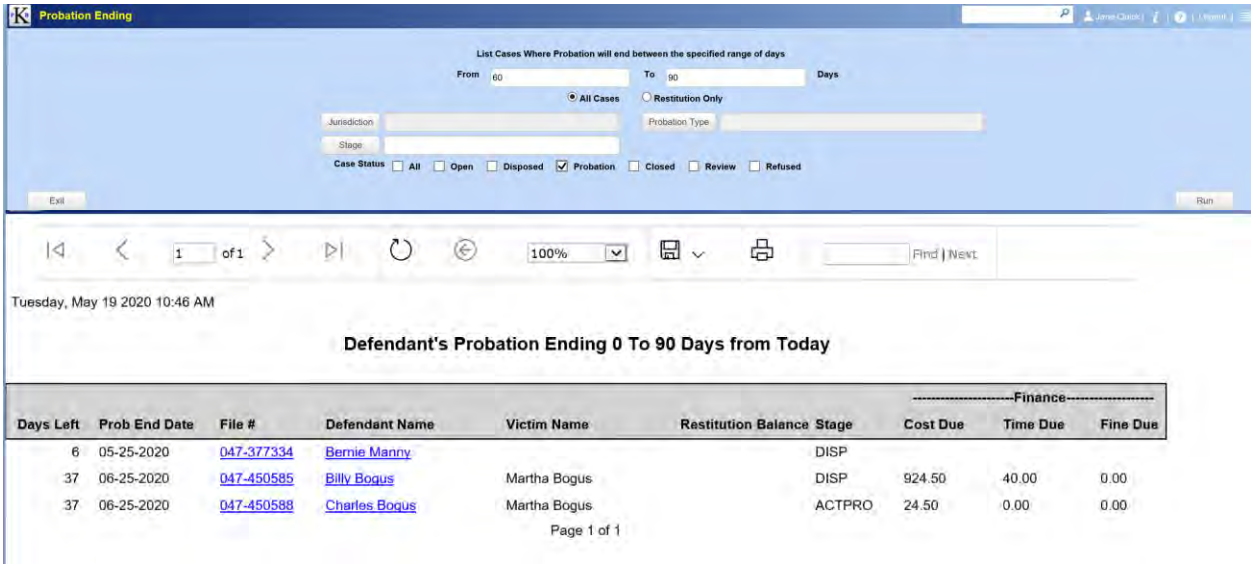
**Severity = Misdemeanor & Supervised Probation = N**

| File Number | Cause Number | Defendant | Prosecutor | Issued Date / Sentenced Date | Charges / Probation | Severity / Supervised Probation |
|---|---|---|---|---|---|---|
| 047-456024 | | Beth Badguy | Harold Nutt | 12-19-2018 | Driving While An Addict | M |
| | | | | 12-19-2018 | 5 Years, 0 Months, 0 Days | N |
| 047-455717 | 123123 | M BOGUS | | 11-06-2018 | 10009 - 12 00 - Misrepresentation Of Charge - Misrepresentation Of Charge - M - TESTLONG | M |
| | | | | 11-06-2018 | 2 Years, 2 Months, 2 Days | N |

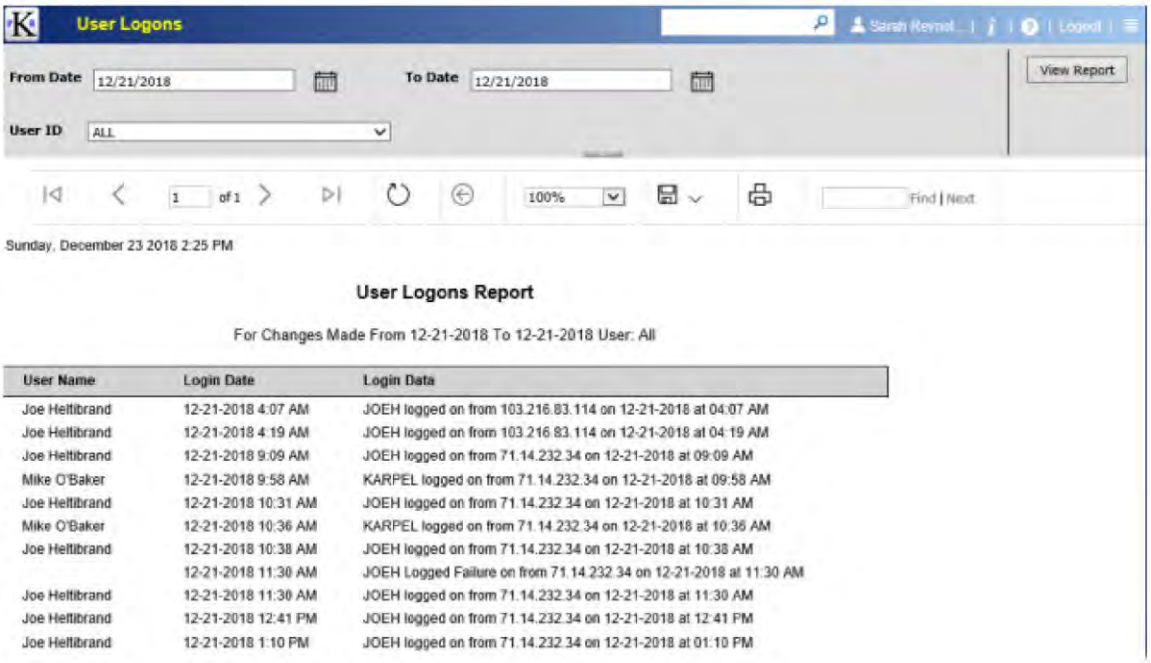
Group Total : 2

Report Total : 6

This report lists all cases that have a probation sentence ending during the next number of days specified (e.g. 60-90 days from today's date) this is particularly useful when verifying all conditions of probation have been met including restitution, diversion, etc.

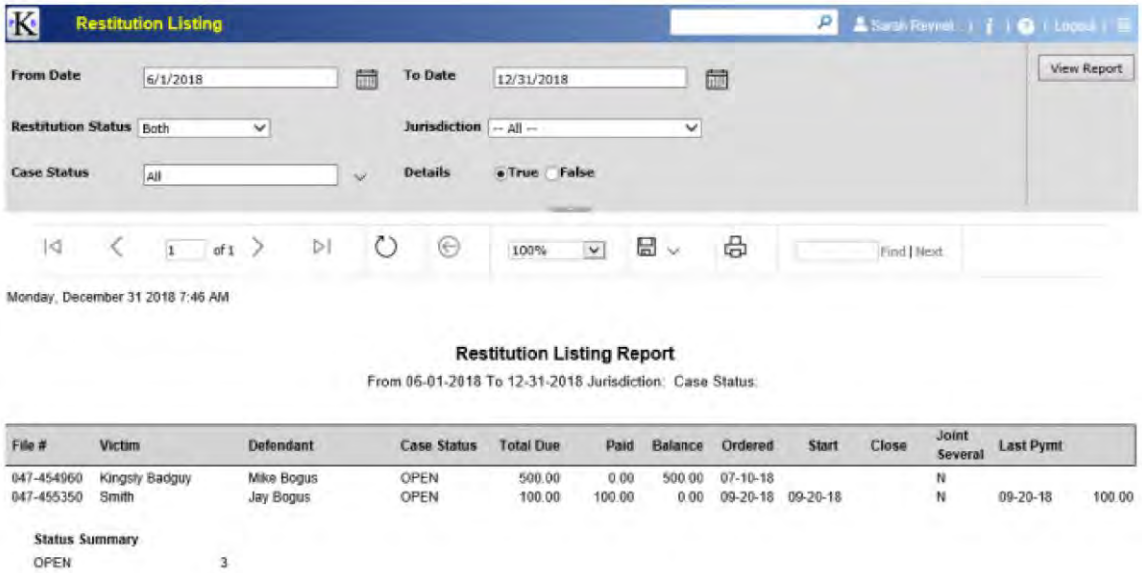



This report will list users that have logged into the application within a date parameter



## Below are some examples of financial reports

This report is to list cases where restitution was ordered within a date parameter




| File # | Victim | Defendant | Case Status | Total Due | Paid | Balance | Ordered | Start | Close | Joint Several | Last Pymt | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 047-454960 | Kingsly Badguy | Mike Bogus | OPEN | 500.00 | 0.00 | 500.00 | 07-10-18 | | | N | | |
| 047-455350 | Smith | Jay Bogus | OPEN | 100.00 | 100.00 | 0.00 | 09-20-18 | 09-20-18 | | N | 09-20-18 | 100.00 |

**Status Summary**

OPEN 3

This report will show cases with for a specific docket date that made payments on their diversion programs or other program cost.

**Payments Forfeiture Report**

Docket Date [ ] ☑NULL Setting -- All --

Payment Type -- All -- Jurisdiction -- All --

Payment Received Date From [ ] ☑NULL To [ ] ☑NULL

Sort By Defendant's Last Name Case Status All

Desc Type Show Program Group Use Report # as Ticket Number No

Detail Yes

1 of 2 100% Find | Next

Saturday, December 29 2018 8:57 PM

**Payments Forfeiture Report**

Payment Received Dates: ALL

| Docket No. | Defendant Name | Ticket Number | Program Group | Payment Type | Fine Amt | Cost Amt | Amount Paid |
|---|---|---|---|---|---|---|---|
| | Badguuy, | | ABC Test | MO | 0.00 | 250.00 | |
| | | | Court Costs | MO | 0.00 | 36.50 | |
| | | | DA 991 Cost Program | MO | 0.00 | 250.00 | |
| | | | TEST for Juri | MO | 0.00 | 50.00 | 586.50 |
| | Badguuy, | | ABC Test | MO | 0.00 | 16.67 | |
| | | | Court Costs | MO | 0.00 | 36.50 | |
| | | | DA 991 Cost Program | MO | 0.00 | 27.33 | |
| | | | TEST for Juri | MO | 0.00 | 50.00 | 130.50 |
| | Badguy, Dave | | Test | MO | 0.00 | 6.00 | 6.00 |
| | Badguy, David | | DA 991 Cost Program | MO | 0.00 | 169.60 | 169.60 |
| 18-CR54644 | Badguy, David | | DA Diversion | MO | 0.00 | 70.00 | |
| | | | test | MO | 0.00 | 200.00 | 270.00 |
| | Badguy, Dementor | | DA 991 Cost Program | MO | 0.00 | 500.00 | 500.00 |
| 111 | Badguy, Dementor | | ABC Test | MO | 0.00 | 500.00 | |
| | | | Court Costs | MO | 0.00 | 36.50 | |
| | | | DA 991 Cost Program | MO | 0.00 | 500.00 | |
| AF26013 | Valenciana, Elezar | | Pre Trial Diversion | MO | 0.00 | 500.00 | 500.00 |
| | Wayne, Bruce2 | | Pre Trial Diversion | MO | 0.00 | 900.00 | 900.00 |
| | | | | | | Report Total : | 2,388,707.24 |

**Payment Type Breakdown**

| Payment Type | Total |
|---|---|
| CC | 2 |
| ADJUST | 3 |
| MO | 120 |

This report provides shows all expenses on all cases within a date parameter.

Expense Report

From Date 11/1/2018 To Date 12/29/2018 View Report

Assigned -- All -- Case Reporting Types -- All --

Expense Codes -- All -- Expense Categories -- All --

Expense Types -- All -- Sort By File Number

1 of 9 100%

Saturday, December 29 2018 7:52 PM

**Expense Report From 11-01-2018 To 12-29-2018**

For All Assigned Users, For All CaseReporting Types, For All Expense Categories, For All Expense Codes, For All Expense Types

File #: 047-451706 Defendant: Bogus, Matilda Case #: Lead Charge:
Referring Agency: Referring Agency Number: Assigned Attorney:

Add

Case

| Date | Description of Services | | Hours | Hourly Rate | Miles | Mileage Rate | Fee | Total |
|---|---|---|---|---|---|---|---|---|
| 11-15-2018 | Case creation | | 0.45 | 15.00 | 10.00 | 2.000 | 0.00 | 26.75 |
| | | Total Hours | 0.45 | | | | Subtotal for Case | 26.75 |
| | | | | | | | Total for Add | 26.75 |

Total Expense Category 1 Total Expense Code 1 Total Expense Type 1

Totals by Code

| | |
|---|---|
| Case creation | |
| Charges | 6,000.00 |
| Only Fixed Expenses | |
| Witness Payments | 15.00 |

Totals by Category

| | |
|---|---|
| Case | 6,000.00 |
| Witness Payments | 15.00 |

Totals by Type

| | |
|---|---|
| Add | 6,015.00 |

This report shows an expense report based on a specific case.

Saturday, December 29 2018 7:48 PM

**Expense Report for 047-451602**

For All Expense Categories, For All Expense Codes, For All Expense Types.

**File # : 047-451602** **Defendant : Bogus, Sarah** **Case # : CANCEL TEST** **Assigned Attorney :**
**Leade Charge : 11213** **Inmate # :**

**Add**

**Case**

| Date | Description of Services | | Hours | Hourly Rate | Miles | Mileage Rate | Fee | Total |
|---|---|---|---|---|---|---|---|---|
| 9-12-2018 | Case creation | | 0.45 | 40.00 | | 0.545 | 0.00 | 18.00 |
| | | **Total Hours** | **0.45** | | | | **Subtotal for Case** | **18.00** |
| | | | | | | | **Total for Add** | **18.00** |

**Unknown**

**Unknown**

| Date | Description of Services | | Hours | Hourly Rate | Miles | Mileage Rate | Fee | Total |
|---|---|---|---|---|---|---|---|---|
| 9-12-2018 | Travel | | 10.00 | 50.00 | | 0.545 | 0.00 | 500.00 |
| | | **Total Hours** | **10.00** | | | | **Subtotal for Unknown** | **500.00** |
| | | | | | | | **Total for Unknown** | **500.00** |

**Totals by Code**

| | |
|---|---|
| Case creation | 18.00 |
| Travel | 500.00 |

**Totals by Category**

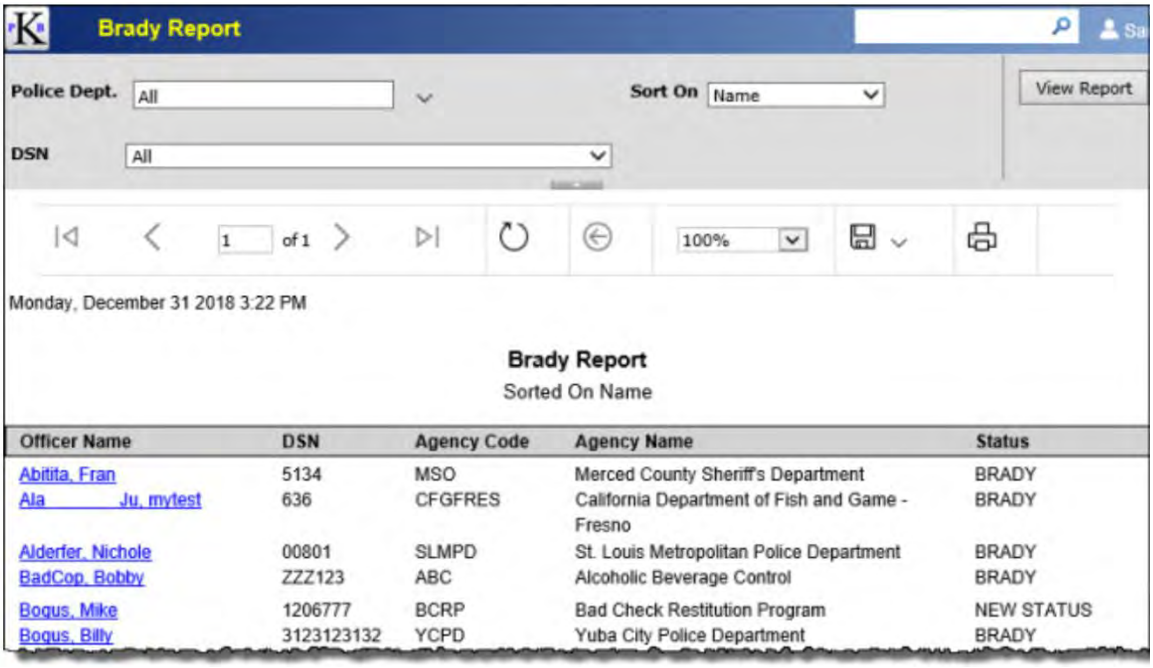
| | |
|---|---|
| | 500.00 |
| Case | 18.00 |

**Totals by Type**

| | |
|---|---|
| | 500.00 |
| Add | 18.00 |

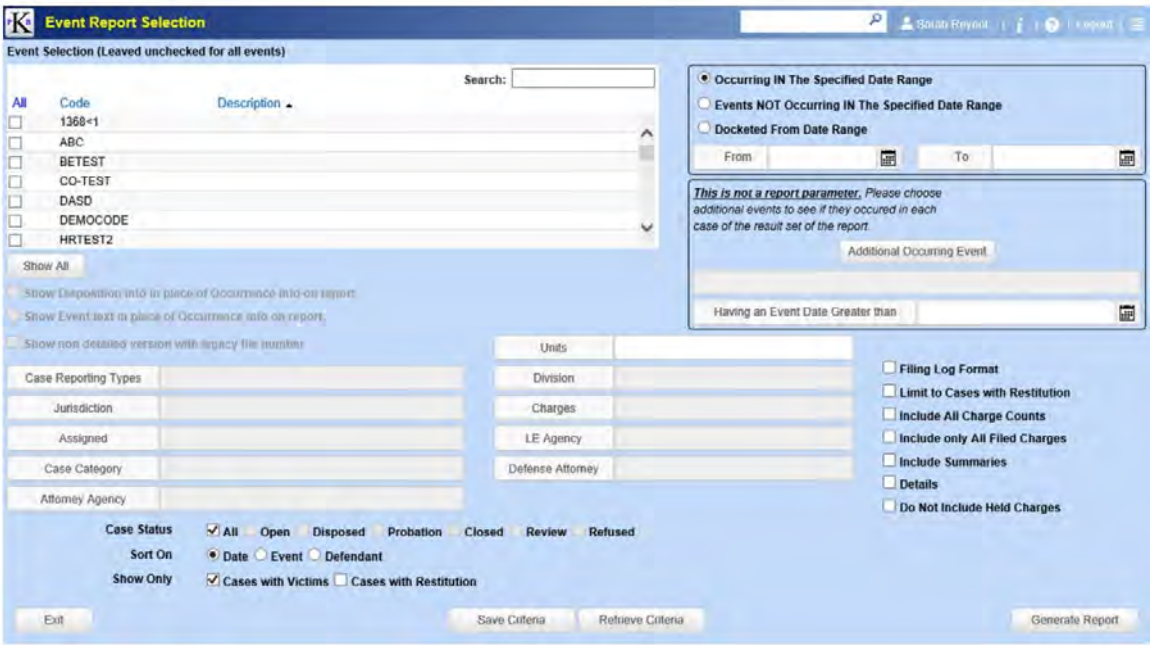
## Below are some examples of maintenance reports

This report will list officers that have flagged as Brady.




| Officer Name | DSN | Agency Code | Agency Name | Status |
|---|---|---|---|---|
| Abitita, Fran | 5134 | MSO | Merced County Sheriff's Department | BRADY |
| Ala Ju, mytest | 636 | CFGFRES | California Department of Fish and Game - Fresno | BRADY |
| Alderfer, Nichole | 00801 | SLMPD | St. Louis Metropolitan Police Department | BRADY |
| BadCop, Bobby | ZZZ123 | ABC | Alcoholic Beverage Control | BRADY |
| Bogus, Mike | 1206777 | BCRP | Bad Check Restitution Program | NEW STATUS |
| Bogus, Billy | 3123123132 | YCPD | Yuba City Police Department | BRADY |

This report will list cases where workflow events that have occurred or not occurred within a date parameter along with multiple report criteria.



Event Report

1 of 1 100% Find | Next

Monday, December 31 2018 3:14 PM

**Cases When All Events Have Occured Between 12-28-2018 And 12-31-2018**

**For All Division For All Case Reporting Type For All Jurisdiction For All Status For All Assigned Users For All Charges For All LE Agency For All Category For All Units For All Attorney Agency**

| Defendant | File # | Court Number | Judge/Div | Case Date | Charge | Case Atty | Date/Occurrences |
|---|---|---|---|---|---|---|---|
| **1381FIL - 1381 Dismissal Request Filed** | | | | | | | |
| badguy, dave | 047-455628 | | M B / 10B | 11-07-18 | 10863 Non-Sufficient Fund Check Single Check (Misdemeanor) | | 12-28-18 / 1 |
| **AR - Arraignment** | | | | | | | |
| Badguy, Dementor | 047-455486 | | M B / 10 | 10-11-18 | 10033 10033 - 10033 - sssssssss - sssssssss - 10033 - sssssssss - sssssssss | | 12-28-18 / 1 |
| Badguy, Avery | 047-455866 | | | 12-28-18 | 10016 10016 - Unlawful Purchase Of Alcoholic Beverage - M | | 12-28-18 / 1 |
| **DEMOCODE -** | | | | | | | |
| badguy, dave | 047-455628 | | M G / 1 | 11-07-18 | 10863 Non-Sufficient Fund Check Single Check (Misdemeanor) | | 12-28-18 / 1 |
| **EDISCVRY - eDiscovery Sent** | | | | | | | |
| Helpdesk, CoDef2 | 047-454309 | | T D / 2 | 12-14-17 | 10016 Unlawful Purchase Of Alcoholic Beverage | lastdemodata, firstdemodata m | 12-30-18 / 9 |
| badguy, dave | 047-455909 | | | 12-28-18 | 12119 Sale, Transfer And Furnishing A Regulated Substance with a really long description that contains lots and lots of words and goes on and on and on and on and on forever and forever so that you can no longer fit this into a concise smaller space | | 12-28-18 / 1 |
| **MERGED - Merged to another case** | | | | | | | |
| Badguy, Dementor | 047-454295 | 111 | | 12-14-17 | | | 12-28-18 / 4 |
| Badguy, Dementor | 047-455486 | | | 10-11-18 | 10033 10033 - 10033 - sssssssss - sssssssss - 10033 - sssssssss - sssssssss | | 12-28-18 / 4 |

| Dispositions by Charge Summary | | Total |
|---|---|---|
| DPPD | Paid | 2 |
| | Total | 2 |

| Assigned Attorney by Case Summary | | Total |
|---|---|---|
| lastdemodata firstdemodata | | 1 |
| | Total | 1 |

| Judge by Case Summary | | Total |
|---|---|---|
| Bevins Mary | | 2 |
| DeSantos Thomas | | 1 |
| Garcia Marc | | 1 |
| | Total | 4 |

This report will list all files that have a been archived and set for destruction/or have been destroyed by date parameter.

File Destruction Report

Destruction Date Range From 9/1/2018 To 12/31/2018 View Report

1 of 1 100% Find | Next

Monday, December 31 2018 3:04 PM

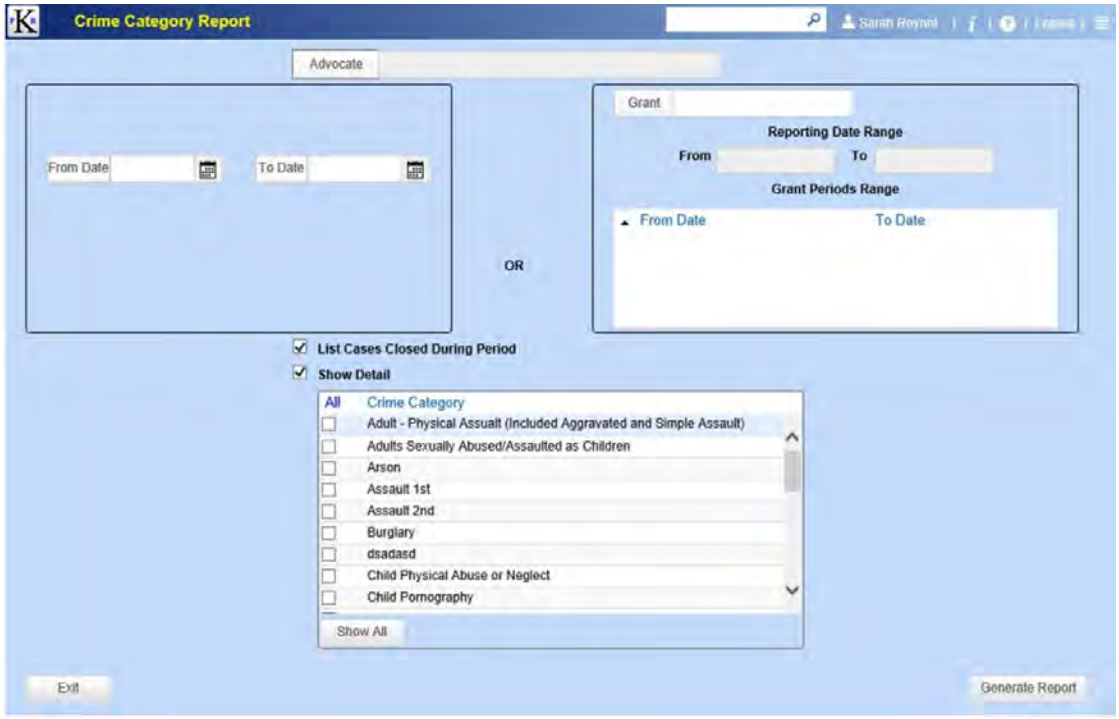
**File Destruction Report**

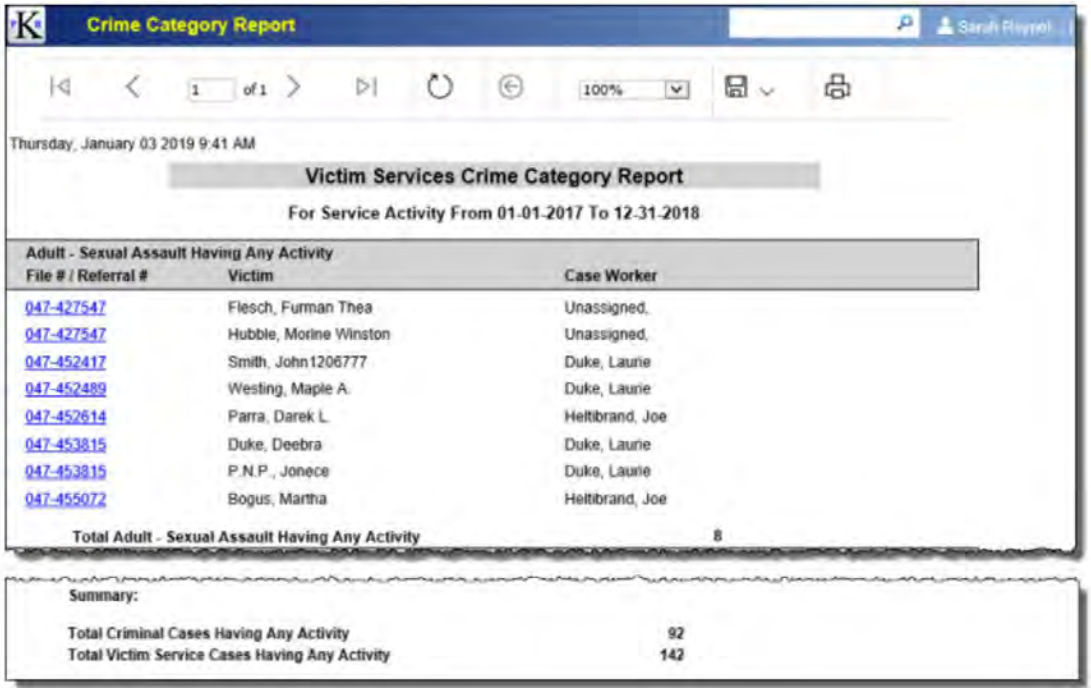
Destruction Dates between 09-01-2018 and 12-31-2018

| Archive Units | Defendant | File # | Court # | Disposition Description | Lead Statute | LeadCharge | Box Bar Code | Current Location | Destruction Date | Date Destroyed | Storage Date | Assigned Units |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | BOGUS, M | 047-453842 | | Case Consolidated | TX1192.7 (c)(11) | 23 Penal Code Section 1192.7(C)(11) | | | 10-31-18 | | | |

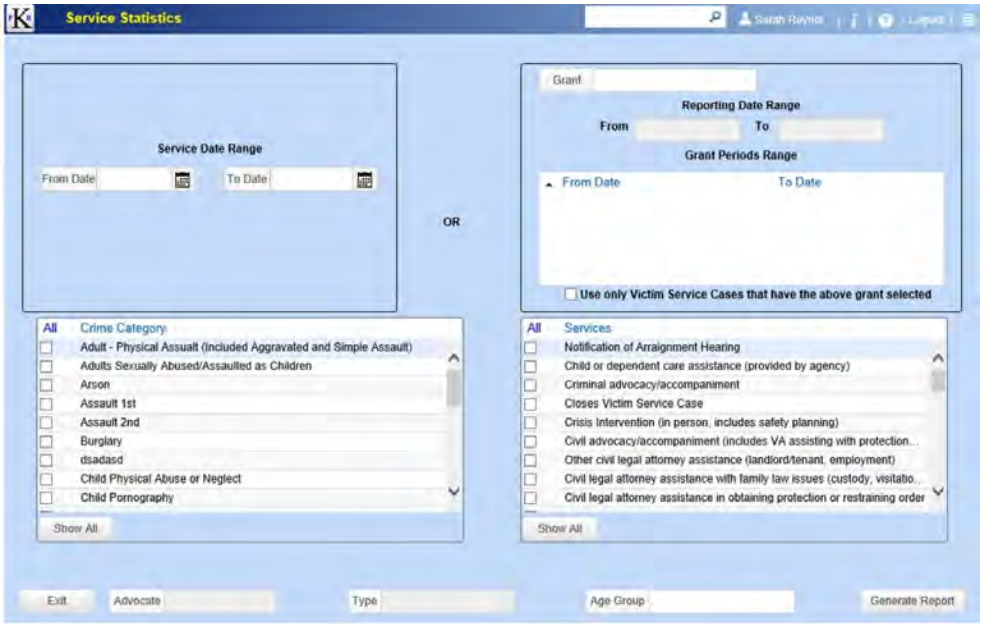
## Below are some examples of Victim Services reports

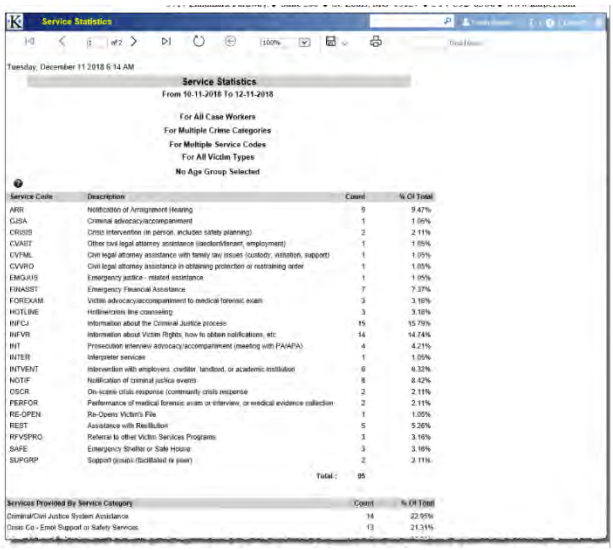
The report will list cases with services provided based on crime category within a date parameter.

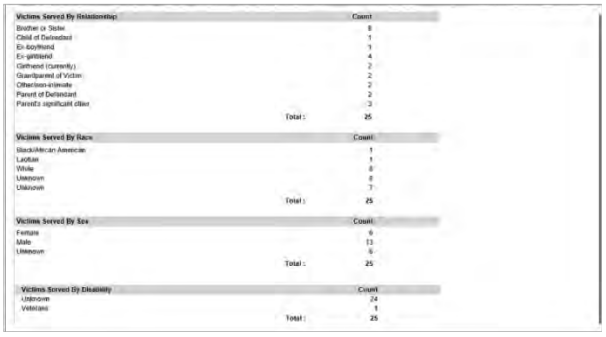


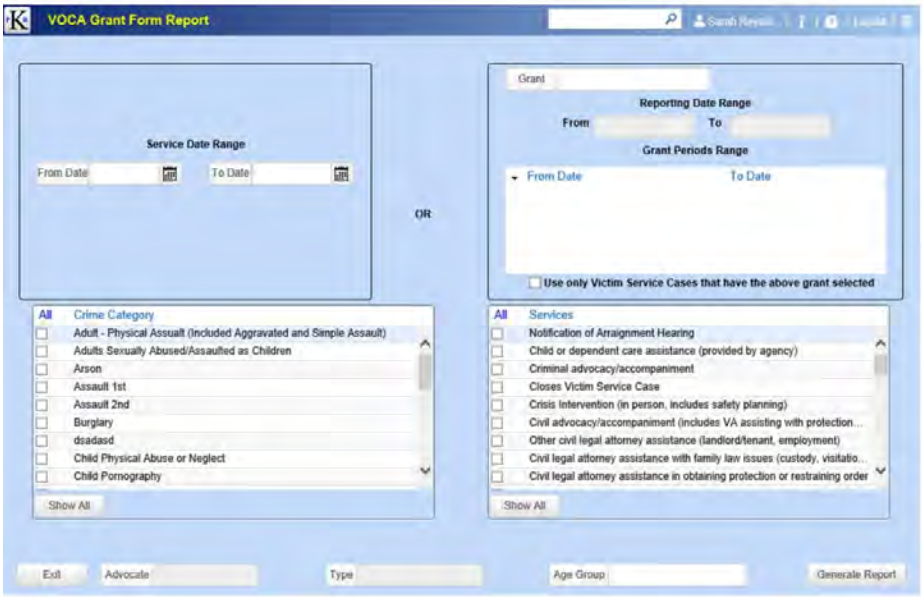
This report gives statistics of services provided within a date parameter.

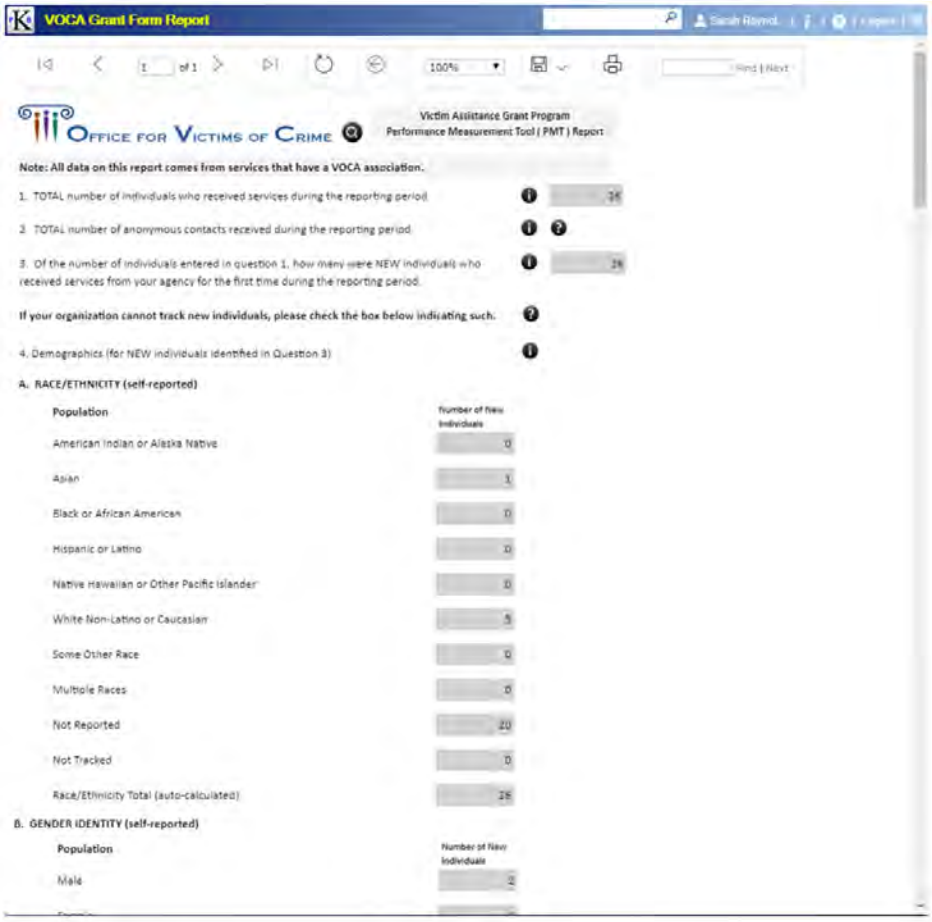


The VOCA Grant Form report can be used in lieu of the service statistic reports for grant reporting.



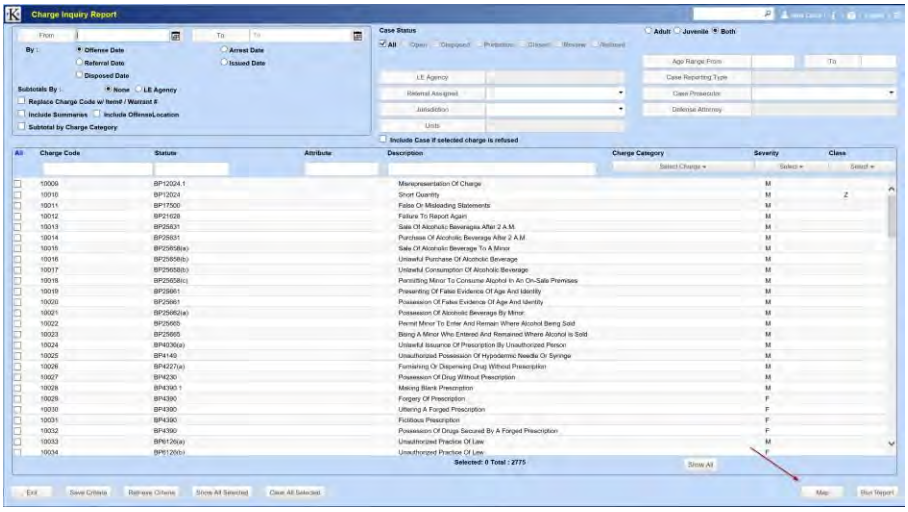



## Queries

Another aspect of reporting includes our **Inquiry Menu**. This menu allows authorized users to generate simple lists and counts of data. Legal Inquiry, Case Type Inquiry, Charge Inquiry, Open Cases by DSN (officer) and Person Type Inquiry allow users to select data elements, date parameters and can save search criteria for future use. Query results can be printed and exported.

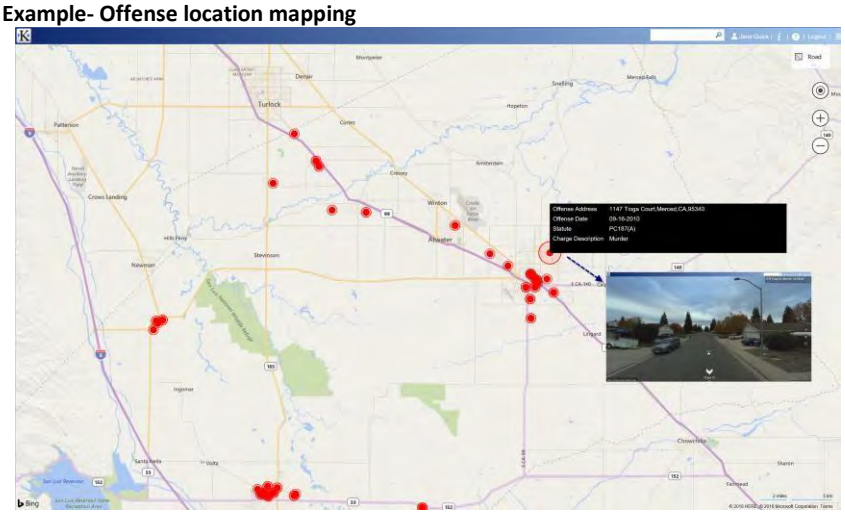
For example, **Charge Inquiry** will present a list of cases with specific charges, similar to Case Type Inquiry. Query results can be limited by case category, police agency, assigned prosecutor, case type and jurisdiction. You can refine your search by listing only Open, Disposed, Probation or Closed cases. Search criteria can be saved for future use.

**Example- Charge Inquiry Screen**




Furthermore, mapping is available to view trends based on crime locations. Each incident is linked back to the case allowing access to the case access along with the ability for street view of the crime location.

**Example- Offense location mapping**



PINAL COUNTY

Clarification Request 1

# Karpel Solutions

1. The County is evaluating the cost of all solutions, and in order to verify we understood all of the prices submitted with proposals, we are asking Responders to fill out the following using the prices submitted (taxes on separate line). If Responder submitted two proposal types, we will need this for each.

   This information needs to be based on the original Scope of Work and the following for an apples to apples comparison:

   - 170 concurrent users (we know this could change in years 2,3,4 & 5 if the number of concurrent users changes)
   - Include any rate adjustment including CPI Adjustment (outline % of adjustment)
   - Current number of cases 141,327 (Our current system doesn't house documents. The Case documents are saved on the file server on an encrypted drive. They are mapped to the case and name records on the database server.)
   - Data integration doesn't mean just data conversion. Integration is a connections of two software packages to share data.
   - Interfaces
     - Spillman (1-way, booking data)
     - ADRS (2-way, Send No File & Charges Filed, Receive CTN and record updates back)
     - Criminal Justice Stats (1-way, send data to public website)
     - AJACS (2-way from AJACS for the charging and minute entry data)
   - Current data base size is 26 GB, the additional file storage for media, audio, case documents is 27TB.
   - Include details of training types through go-live and then after go-live (include hourly or daily rate as well)

   *Response:*

| Cost | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Notes: |
|---|---|---|---|---|---|---|
| License/Subscription | $374,250 Tax-$26,946 | 0 | 0 | 0 | 0 | Perpetual Licensing for PROSECUTORby Karpel and External Agency Portal |
| Hosting, if applicable | $43,000 Tax-$3,096 | $46,000 Tax-$3,312 | $49,000 Tax-$3,528 | $52,000 Tax-$3,744 | $55,000 Tax-$3,960 | Includes annual hosting services for 170 users and 2TB of storage, annual hosted test environment |

PINAL COUNTY

| | | | | | | |
|---|---|---|---|---|---|---|
| | | | | | | fee and the additional 25TB of storage in Year 1.<br><br>Based on similar size offices, we estimate your yearly growth to be 3TB if Pinal County continues to store media files along with case documents in the Cloud.<br><br>PROSECUTORbyKarpel includes a no-cost interface with Evidence.com and also provides the ability to link via URL/UNC to large media files stored outside of PROSECUTORbyKarpel. This offers the potential for reducing the cost of storage greatly. |
| Implementation | $10,700 | 0 | 0 | 0 | 0 | |
| Data Conversion | $25,000 | 0 | 0 | 0 | 0 | |
| Integration | $30,000 | 0 | 0 | 0 | 0 | Interfacing with the 4 identified systems.<br><br>Due to our partnership with ACJC the ADRS XML interface is at no additional cost. |

PINAL COUNTY

| | | | | | | |
|---|---|---|---|---|---|---|
| Maintenance and Support | $90,500 Tax-$6,516 | $90,500 Tax- $6,516 | $90,500 Tax -$6,516 | $90,500 Tax -$6,516 | $90,500 Tax-$6,516 | Karpel Solutions does not increase annual support fees each year. |
| Customization | 0 | | | | | No customizations were identified in the functional requirements. |
| Additional Services | $17,850 Tax-$1,285 | $17,850 Tax-$1,285 | $17,850 Tax-$1,285 | $17,850 Tax-$1,285 | $17,850 Tax-$1,285 | Annual fee for Unlimited Hosted eDiscovery Service |
| Training | $58,800 | 0 | 0 | 0 | 0 | Onsite training for a total of 15 days with multiple resource for go live support. * |
| Additional implementation costs | $25,000 | 0 | 0 | 0 | 0 | Estimated travel cost for onsite meetings and training. |
| Additional costs not included already | | | | | | $150/hr. Custom report writing |
| **TOTAL $** | $712,943 | $165,463 | $168,679 | $171,895 | $175,111 | |
| TOTAL (All 5 years based 170 concurrent users) | $1,394,091 | | | | | |

PINAL COUNTY

* Training includes system administrator training and user training. Daily rate is $1,200 per resource.

| Onsite Training Services | Qty. | Price | | Total |
|---|---|---|---|---|
| Mock Go live System Admin training (days) | 3 | $2,400 | 2 resources | $7,200 |
| Pre-live training days | 4 | $3,600 | 3 resources | $14,400 |
| Go-live training days | 5 | $6,000 | 5 resources | $30,000 |
| Post-live training days | 3 | $2,400 | 2 resources | $7,200 |

PINAL COUNTY

Clarification Request 2

# Karpel Solutions Demonstrations

1. Can we put the link to the Victim Portal in a text to the victim? Many victims only have internet access on their mobile device and this is one more way to make it simpler to add the link to the Victim Portal in the text so they could click on it.

   *As we continue to find new ways to use the built-in two-way texting, this should be possible and we will work with you to define it.*

2. Can standardized Case Alerts be added to cases automatically based on Case Reporting Type or some other criteria?

   *Yes. We will work with you to define the expected results.*

3. Can victim comments be copied to other cases the person has been a victim in?

   *Yes, this is current functionality.*

4. When generating letters, emails and texts, can we filter out victims that do not want to be contacted? We flag them as NC (no contact) in JustWare today.

   *There is a Victim Notify flag that would only be used if the Victim is to be notified. Otherwise, leaving it blank will give you the desired "no contact".*

5. Can we get more information about SUPERVISIONbyKarpel as it may be the answer to the assessments and case plans for diversions?

   *Because SUPERVISIONbyKarpel is not a completed product, for your needs we have decided to add the necessary functionality to PROSECUTORbyKarpel. We will work with you to define the necessary functionality.*

6. During the Karpel demonstration reference was made to the ability to search the databases of other prosecution agencies in the State of Arizona. However, it was mentioned that other agencies had to "allow" access to their database. How many Arizona agencies currently allow access to their databases and which agencies are they?

   *Currently the following Arizona prosecutors have elected to participate in the Statewide data sharing.*

   *Maricopa County's change in administration last year has delayed the decision to participate in the data sharing and it is currently being reviewed by a committee.*

PINAL COUNTY

- *Yavapai County Attorney*
- *Cochise County Attorney*
- *La Paz County Attorney*
- *San Carlos Apache Tribal Prosecutor*
- *Maricopa City Prosecutor*

7. Legislature has required our office to indicate the "quantity" of drugs for each case that is submitted. We then need to pull that information out of our CMS into a report form. Does Karpel have a field that indicates the quantity of drug for each charge?

   *After researching HB2605, it seems you are referencing paragraph 6, as below.*

   *6. The amount, as recorded by the arresting officer, that was the basis for the following charges:*
   *(a) Possession or use of marijuana or a dangerous or narcotic drug.*
   *(b) Possession for sale of marijuana or a dangerous or narcotic drug.*
   *(c) Possession of equipment or chemicals, or both, for the purpose of manufacturing a dangerous or narcotic drug.*
   *(d) Manufacturing a dangerous or narcotic drug.*
   *(e) Administering a dangerous or narcotic drug to another person.*
   *(f) Obtaining or procuring the administration of a dangerous or narcotic drug by fraud, deceit, misrepresentation or subterfuge.*
   *(g) Transporting for sale, importing into this state or offering to transport for sale or import into this state, selling, transferring or offering to sell or transfer marijuana or a dangerous or narcotic drug.*

   *Although HB2605 from 2018, died in chamber and was not passed, we agree the reporting you are looking for is important.*

   *Our desire would be, that because we provide case management software to several Arizona Prosecutors, we want to be sure we do this is such a way that it will support any legislation that may be passed in the future, and that all prosecutors may have to do reporting for.*

   *We agree to work with you to define how to report the "quantity" of drugs in each case that is submitted. Our hope would be to work with the Pinal County Attorney's Office, other Arizona Prosecutors, ACJC and other Justice Partners and consider if legislation is passed, what data will ultimately need to be collected.*

PINAL COUNTY

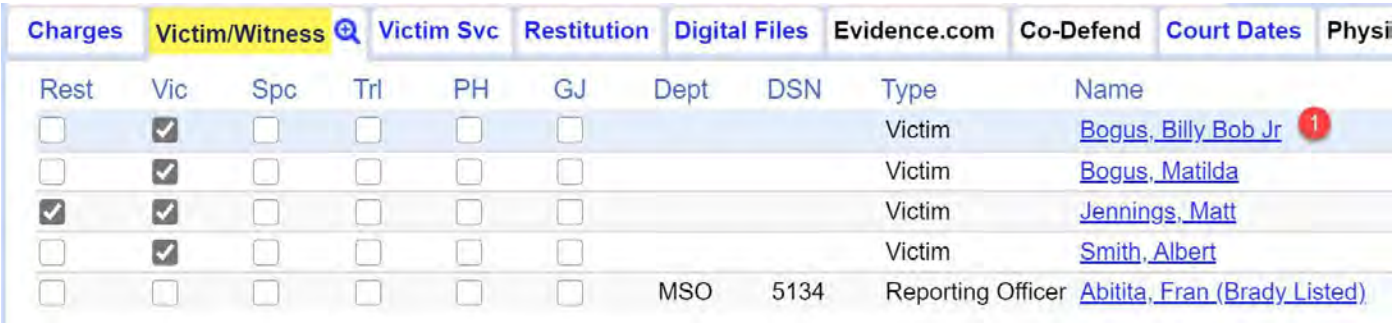
Clarification Request 3

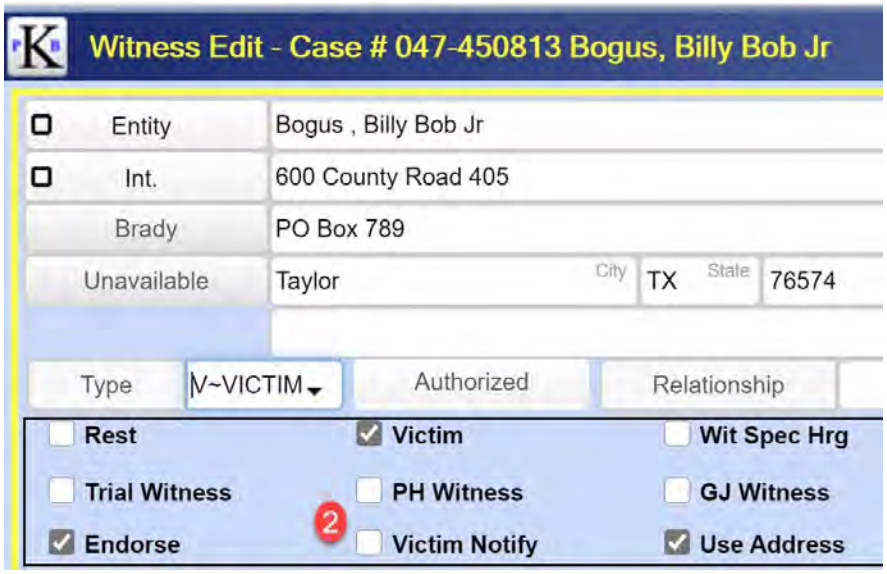
# Karpel Solutions Demonstrations

PBK Questions:

1. How many screens does it take to see whether a victim has opted in or not?

   *From the case screen it only takes two clicks, one on the victim in the case, the other for the checkbox for Victim Notify. See below.*




2. How many letters can be processed at a time?

   *Because we use Microsoft Word, we are only limited to the number of letters Word can print at one time. Word can have documents with thousands of pages.*

PINAL COUNTY

3. Is there a screen that lists events, like hearing type?

*For a case, the Events window will show all Events for that case. If you want, you can filter that down directly from the window. See below.*

07-14-2020 HRCON Case continued. Set in Court 10DSM on **07-28-2020 09:00 AM.**
07-14-2020 LEATTACH LE Attached File to Case
07-14-2020 SUBDT Subpoena to appear issued.
07-14-2020 TRENDA Entry of appearance filed by defense. for Aaron, Richard
07-14-2020 TRSTJRY A Jury Trial has been scheduled in Court 10JT on **07-24-2020 09:00 AM** for case number 047450813 related to Charles Bogus. Please call the Pinal County Attorney's Office at (520) 866-6271 if you have any questions.
07-14-2020 HRAR Set for Arraignment in - 10ARR on **07-22-2020 08:15 AM.**
07-14-2020 TFCT Case electronically transferred to Court.

Event | Add Event

07-14-2020 TRSTJRY A Jury Trial has been scheduled in Court 10JT on **07-24-2020 09:00 AM** for case number 047450813 related to Charles Bogus. Please call the Pinal County Attorney's Office at (520) 866-6271 if you have any questions.

jury | Event | Add Event

4. Is there a place to identify case attributes, such as Spanish speaking?

*Yes, you can simply mark a Defendant as a Person Type of Spanish, then any new case created for that Defendant can automatically flag the case as Interpreter Required. This allows you to only have to flag a Defendant one time as Spanish Speaking and then every case going forward automatically reflects that.*

*Note: The Person Type and Case Type are configurable to whatever wording you want to use, the ones used below are simply for demonstration purposes.*

**Person Reporting Types**

| All | Code | Description |
|---|---|---|
| ☑ | GANG | Gang Member |
| ☑ | SEXOF | Sex Offender |
| ☑ | STRIKE2 | Strike 2 |
| ☑ | STRIKE3 | Strike 3 |
| ☑ | VIOCRIM | Violent Criminal |
| ☑ | SPANISH | Spanish Speaking (Requires Interpreter) |

PINAL COUNTY

Bogus, Charles Robert Jr. Gang Member,Sex Offender,Spanish Speaking (Requires Interpreter),Strike 2

**Case Reporting Types**

| | Code | Description |
|---|---|---|
| ☐ | GJ | Grand Jury |
| ☐ | HA8 | Housing Authority Section 8 |
| ☐ | HAC | HA Central Valley Coalition for Affordable |
| ☐ | HAHR | Housing Authority Human Resources |
| ☐ | HAPH | Housing Authority Public Housing |
| ☐ | HB640 | HB640 |
| ☐ | IFA | Insurance Fraud Auto |
| ☐ | IFWC | Insurance Fraud Workers Compensation |
| ☐ | IHSS | In Home Supportive Services |
| ☑ | INTERPRETER REQUIRED | Interpreter Required |

Felony Case - Bogus, Charles Robert Jr. Interpreter Required Strike Case

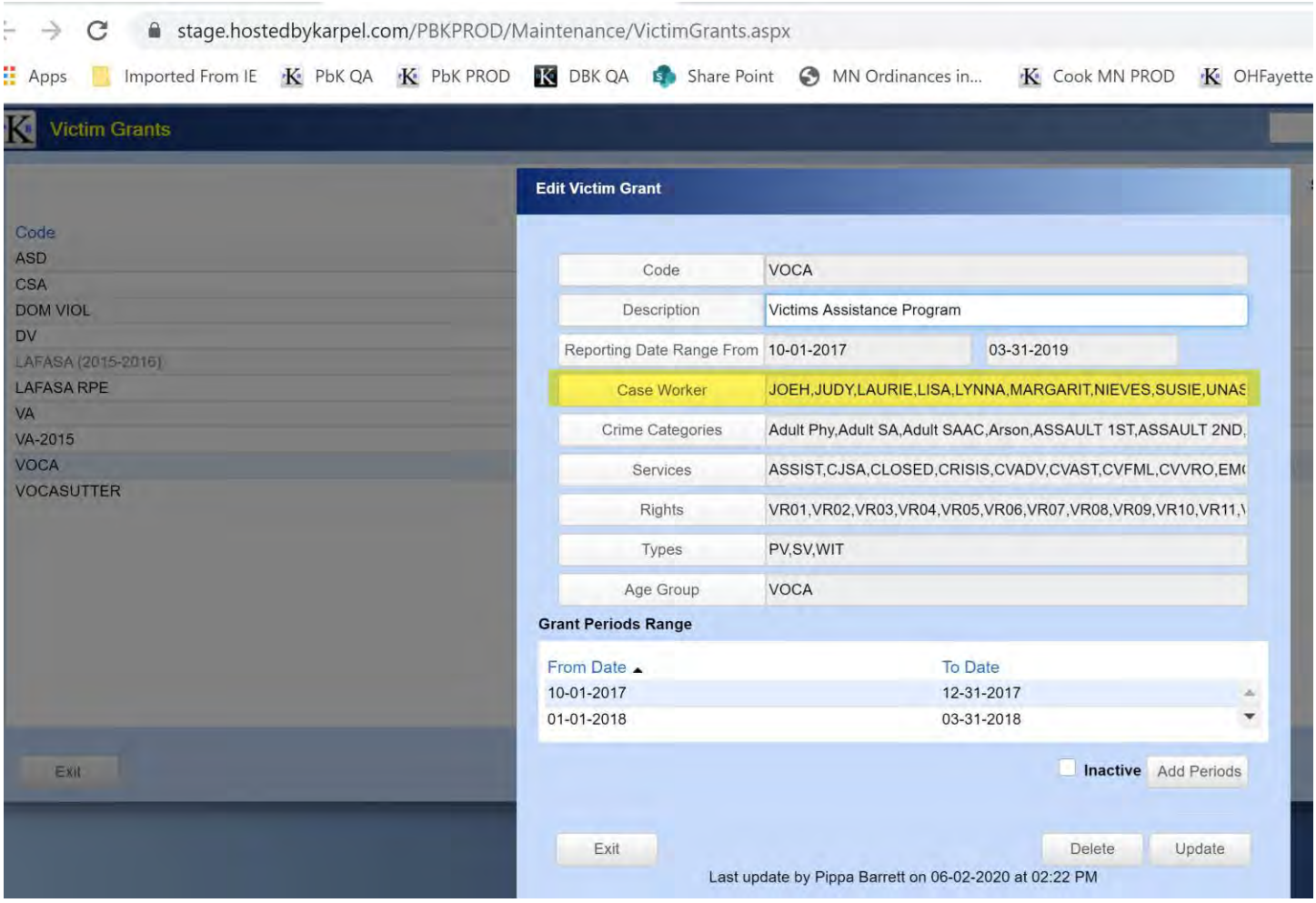
PINAL COUNTY

Clarification Request 4

# Karpel Solutions Demonstrations

1. Is Karpel able to individualize the VOCA PMT to each advocate meaning if we have advocates on four (4) different VOCA grants, does the PMT have the capability to pull only the stats related to that advocate, or, is it a departmental report meaning it compiles stats for the entire department?

   *Yes, you can break it down by a user, a group of users, or all users.*



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Clarification Request 5

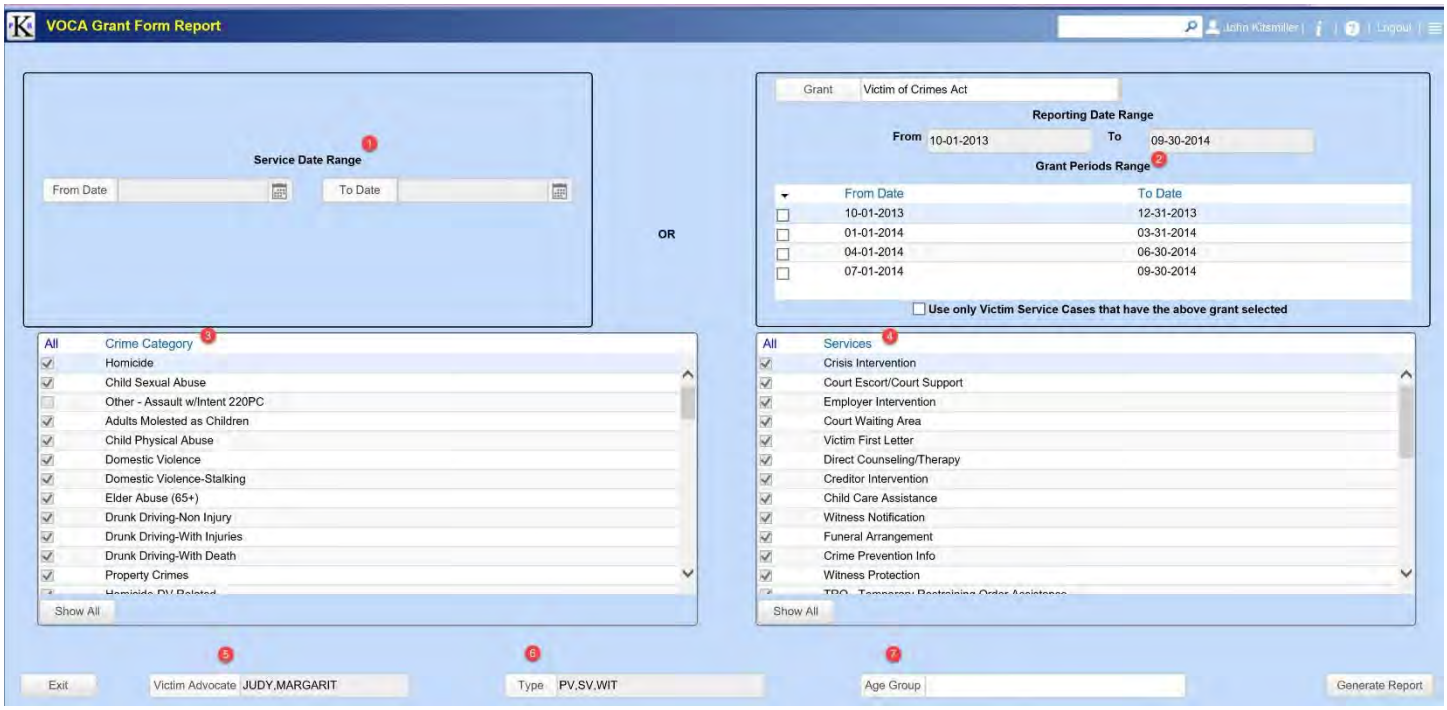
# Karpel Solutions Demonstrations

1. Is Karpel able to individualize the VOCA PMT by statute **and** by advocate or multiple parameters, and, if so, is this a standard feature or will it require customization?

   Multiple parameters meaning are there other parameters built into the reports that we can search by or is assigned advocate the only one (assigned court, offense type, etc.) Also can we chose multiple advocates to pull the report, or are we limited to running it for only one advocate at a time?

   *Yes. See below for details. This is a standard feature.*

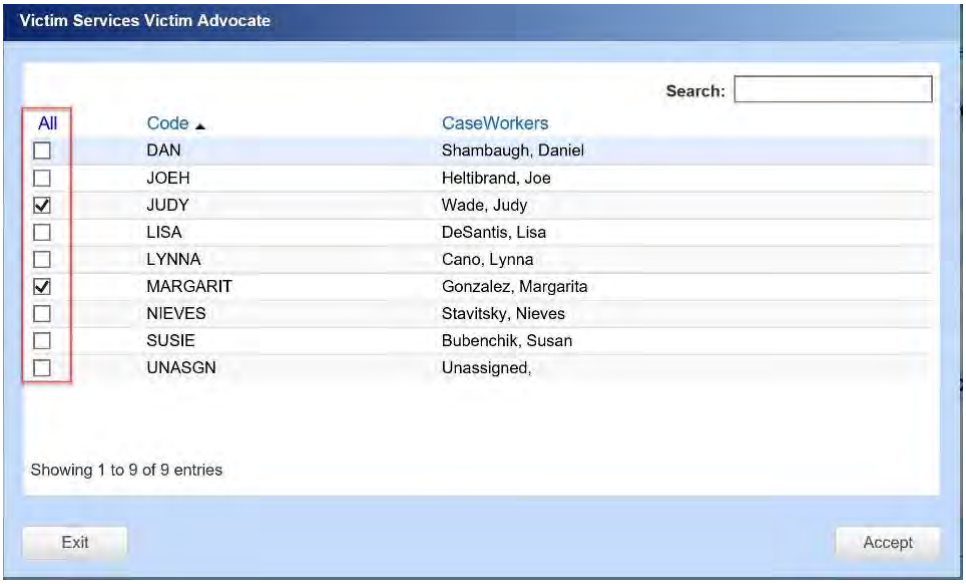
   *Numbers 1 and 2 are an OR filter, but all others are AND, meaning you can add each of the other five in any combination you need.*




   1. *The report can be generated by a specific Service Date Range.*
   2. *You can also follow the VOCA PMT Grant Periods for running the report.*
   3. *You can filter the report to specific Crime Categories in the range defined in #1 or #2 above.*
   4. *You can filter the report to specific Victim Services provided in the range defined in #1 or #2 above.*

PINAL COUNTY

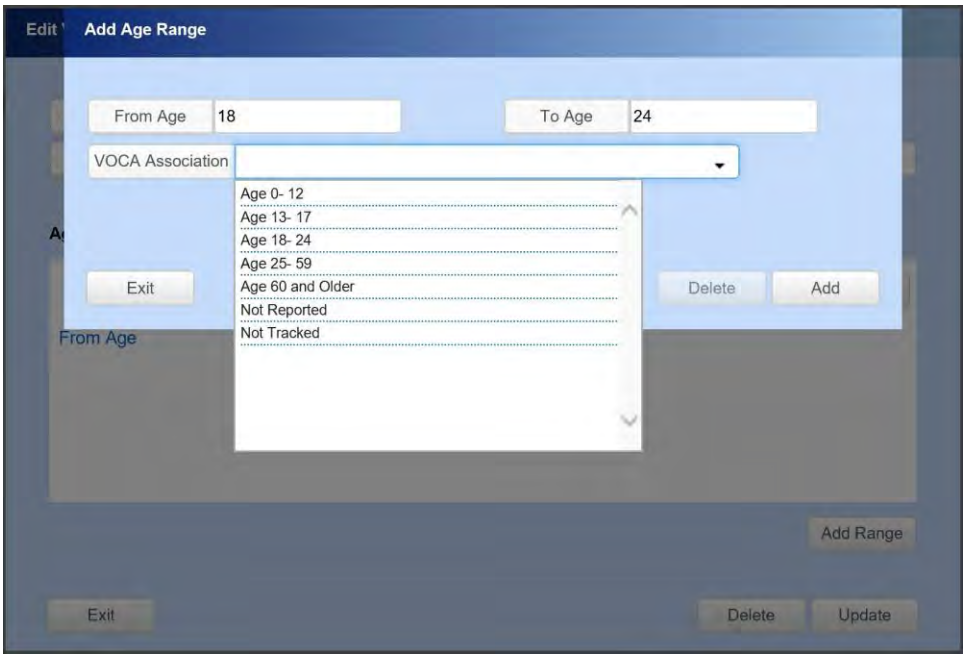
5. *You can select one, many or all Victim Advocates to run the report for.*




6. *You can filter the report by one, many or all Victim Types. This list is definable by Pinal County.*

PINAL COUNTY

7. *You can filter the report by one, many or all Age Groups. Although the standard VOCA Age Groups are included, Pinal County can choose to add additional Age Groups.*



PINAL COUNTY

Clarification Request 6

# Karpel Solutions

1. If the County needs additional licenses as we move forward, what will the cost be for those?

   *The pricing will be consistent with the license cost proposed.*

2. Karpel had previously offered free data conversion from JusticeWare? The proposal shows a cost of $25,000. The county would like Karpel to consider removing this fee.

   *The promotion earlier in the year for no-cost data conversions was offered for respondents that responded by January 31, 2020. Below is the offer that was sent in December 2019.*

   ***And…*** If you are using JustWare or DAMION, respond by January 31st and we will convert your legacy data at no cost for a 2020 implementation.

3. Original integration costs listed in proposal were $40,000, but in clarification request 1, it listed $30,000. Please clarify what the County's integrations/Interface costs will be.

   *For the interfaces to Spillman, ADRS, Criminal Justice Stats and AJACS it will be $30,000. There is no cost to the ADRS XML Data Transfer interface is included at no-cost due to the partnership between ACJC and Karpel Solutions.*

4. Karpel's original proposal indicated a 4-5 month timeline for implementation. Does this include the County's custom reports?

   *This will depend on how many custom reports are identified per #5 below.*

5. Karpel noted that no customization costs were identified. The County would like clarification that there will not be a cost for the approximate 150 custom reports the County will need.

   *As a part of our response in Question Set 2: Method of Approach, question 2.6.1 we included PROSECUTORbyKarpel Report Examples. Part of the gap analysis at the beginning of the project will be to identify which custom reports will need to be developed in addition to the already included reports. In Question Set 3: Cost, question 3.8.1 we indicated custom report development would be done for $150 per hour.*

PINAL COUNTY
WIDE OPEN OPPORTUNITY

# 200125RFP B-6 Questionnaire (Q-78YZ)

## Instructions

- The Summary worksheet displays your overall progress for the questionnaire.

- The worksheets numbered from 1 to N represent question sets.

- For each question set, select a response from the dropdown (if applicable) and enter a response comment for each question in the table.

- If specific instructions have been provided for a given subset, they will appear as a tooltip for a purple cell. Mouse-over to review them.

- When pasting content, please use Paste Special as Text without any formatting.

- Please do not change the structure of any of the worksheets. Changing the structure will invalidate your submission.

- Any additional information outside of the given structure of the worksheets will not be visible to the purchaser.

- Please do not save this file in a different format. Saving this file in a different format will invalidate your submission.

- Please do not use Excel formulas in your responses.

- Please follow the instructions provided along with this file to submit it back to Bonfire.

- If you have any questions regarding the content of this file, please contact the appropriate purchaser.

- If you have any technical problems, please contact Bonfire at Support@GoBonfire.com.

# Summary

| Question Set | Questions | % Complete | Progress |
|---|---|---|---|
| 1 | 14 | 100.00% | |
| 2 | 14 | 100.00% | |
| 3 | 11 | 100.00% | |
| **Total** | **39** | **100.00%** | |

# Question Set 1: Capacity of the Responder

## Question Set 1 Instructions

Responders shall provide responses to each of the questions by selecting a response from the "Response" column, if applicable, and entering all response comments in the "Comment" column. Responders that do not include responses to each question or provide unacceptable responses may cause the entire proposal to be deemed unacceptable and therefore non-responsive.

| # | Question | Response | Comment |
|---|---|---|---|
| **Company Structure** | | | |
| 1.1.1 | Provide a brief summary of the history of your firm, location of your firm, and organization structure including number of employees. | - | Karpel Computer Systems Inc, d/b/a Karpel Solutions is a privately-owned software development corporation located at 9717 Landmark Parkway, St. Louis, Missouri, 63127, that has developed a wide variety of business applications and provides consulting and networking services. We have been in business since 1985 and have been serving courts and prosecutors since 1988. We are a Microsoft Certified Gold Partner. For the past five years Fortune 5000 Inc. has listed Karpel Solutions to their prestigious list of America's fastest growing companies and are currently ranked #51 among small businesses in the State or Missouri. When you choose Karpel Solutions, you will be partnering with a financially stable company that has remained profitable over the past 30 years by listening to and exceeding our customer's needs and expectations. Karpel Solutions has over 60 full-time employees with a dedicated team for the success of PROSECUTORbyKarpel including developers, project managers, trainers along with training assistants and helpdesk personnel. This team provides project management, data conversion services, document template conversion services, data exchange interface services, training, installation and on-going support during and after all implementations. Besides providing legal case management solutions, Karpel Solutions' Network & Managed Services department, iNSightbyKARPEL provides networking, hardware and software services for many local businesses and prosecutors throughout our customer base. We oversee process efficiencies and strategic initiatives through the engineering of: Onsite Network Administration and Proactive Managed Network Services; Business Application Solutions; Enterprise Project Solutions and Website Programming. Our team of business and technology professionals include a fully staffed Helpdesk and onsite Network Administrators. All members of the helpdesk and support team adhere to the Service Level Agreement requirements stated in our maintenance agreement SLA. |
| 1.1.2 | Is your firm having current discussions or negotiations to be acquired by another firm? Please describe the status and detail of these negotiations/discussion and the timeline related to the acquisition(s). | No | |

| | | | |
|---|---|---|---|
| 1.1.3 | Is your firm currently having current discussions or negotiations to acquire other firm(s)? Please describe the status and detail of these negotiations/discussion and the timeline related to the acquisition(s). | No | |
| **Experience/ Qualifications** | | | |
| 1.2.1 | Has your firm ever failed to complete a contract? If Yes, give details, including the date, the contracting agency, and the reasons your firm failed to perform. | No | |
| 1.2.2 | Has your firm ever been disbarred or prohibited from competing for a contract? If Yes, please give details including the date, the contracting agency, the reasons for the disqualification, and whether this disqualification remains in effect. | No | |

| | | | |
|---|---|---|---|
| 1.2.3 | Describe experience and number of years you have been engaged in developing and supporting legal case management software systems for entities of similar size and scope. Please include all experience within the State of Arizona. | - | PROSECUTORbyKarpel is being used by over 10,000 users across 30 States. We have customer offices with just 2 users and our largest customer (Maricopa County, AZ) with over 840 users. The application is very flexible and can accommodate any size office. We have successfully implemented many projects that are similar in size to Pinal County. These projects included project management, business/fit/gap analysis, data conversion, document template conversions, interface development, onsite training and support. PROSECUTORbyKarpel was designed by Prosecutors for Prosecutors. It was first developed in Oracle for the St. Louis Circuit Attorney's office in 1999 and moved to a browser-based, Microsoft .NET platform in 2007. PROSECUTORbyKarpel has been greatly enhanced over the past 20 years by listening to the needs of prosecutors across our customer base. Features specific to a customer is incorpoarte into the application as a System Option allowing all customers the ability to enable/disable features. In Arizona, PROSECUTORbyKarpel has been implemented in 8 offices across the state that include several County Attorney's such as Maricopa County, Apache County, Yavapai County and Coconio County along with several cities: Mesa, Goodyear, Maricopa (City) and Flagstaff and currently contracted with La Paz County Attorney's Office and the San Carlos Apache Tribe. Futhermore, our defense application, DEFENDERbyKarpel is currently being used by the Coconino County Public Defender Office and their Legal Defense Office. The La Paz Public Defender Office is schedule to implement later this year. Throug a competitive bid, the City of Mesa selected PROSECUTORbyKarpel to replace their legacy mainframe system. this project included data conversion, integration with Police, Courts, DPS, Mental Health and their public website, and hosted eDiscovery Service. Maricopa County project included data conversion from their legacy mainframe, 8 data exchanges with their crimial justice partners along with integrated scanning and hosted ediscovery service to achieve a paper-on-demand environment. This 6-month project also included onsite training and go live support for 840 users and are hosted in the Cloud. |
| 1.2.4 | Describe the background and qualifications of the principal personnel that will be responsible for the County's project including a Project Manager with experience of implementing enterprise information technology projects and every consultant that will be assigned to the County's project. Provide brief resumes for principal personnel. | - | Karpel Solutions has a dedicated team that provides project management, data conversion services, document template conversion services, data exchange services, training, installation and on-going support during and after all implementations. The project manager that will be assigned to Pinal County has provided project management, training and support for PROSECUTORbyKarpel for the past 10 years and was the project lead for the Maricopa County project as well as all other AZ County implementations. |

| | | | |
|---|---|---|---|
| 1.2.5 | Describe at least one (1) project success and one (1) project failure for Case Management System implementation for a prosecutor's office. Please explain how each experience improved or changed the Responder's services. | - | Karpel Solutions has successfully implemented all PROSECUTORbyKarpel projects with no failures. However,impovements in managing projects have been put in place over the years based on lessons learned. It has been our experience, regardless of the size of the office that a successful implementation begins with strong leadership. This leadership must be provided by the elected/appointed or the first assistant. We have found that transitioning from one system to another will reveal different ways to perform business processes. Users are naturally resistant to such changes and to be trained correctly, we rely on the attorney to set policy and procedures to accommodate these changes. Another factor to your success will be the degree of willingness the system administrators have to enforce policies and actively participate in the configuration and training of users. Then, their commitment to continue working together to make uniform, office wide, policy decisions regarding additional configuration changes is critical. |
| **Experience/Integrations** | | | |
| 1.3.1 | Describe your experience integrating your Case Management System with JustWare data (JustWare 6.0) | - | Karpel Solutions has successfully converted Justware for several customers over the last several years. This includes customers in OK, OR, AL and MT. |
| 1.3.2 | Describe your experience integrating your Case Management System with JustWare JusticeWeb. | - | Karpel Solutions has the ability to integrate with web sites to import data that we have done for other customers and provides a similar service as JusticeWeb through our eDiscovery Service and External Agency Portal. |
| 1.3.3 | Describe your experience with integrating your Case Management System to Spillman Technologies Records Management System. | - | PROSECUTORbyKarpel currently interfaces with Spillman for several customers. |
| 1.3.4 | Describe your experience integrating your Case Management System with (ADRS-Arizona Disposition Reporting System) | - | PROSECUTORbyKarpel currently interfaces with ADRS for other AZ customers. |
| 1.3.5 | Describe your experience integrating your Case Management System with (AJACS- Arizona Judicial Automated Case Management System) | - | PROSECUTORbyKarpel has the ability to interface with court systems as we currently support court interaces in Missouri, Maryland, South Carolina, Utah,Oregon, Louisiana, Minnesota, Illinois and with custom court systems in Maricopa County AZ and King County WA. |
| **References** | | | |

| | | | |
|---|---|---|---|
| 1.4.1 | Provide contact information for a minimum of five (5) public entity references who can comment on the company's professional work in providing the services similar in scope. Responder must include name, title, entity, phone, email, and number of years working with each reference. | - | Gary Peet, Director of Information Technology, Maricopa County, AZ. (602)506-2987, PeetG@macao.maricopa.gov. Customer since 2014. Julio Marroquin, Business Manager, Yavapai County Attorney's Office, AZ, (928)771-3344, Julio.Marroquin@yavapai.us, Customer since 2016. Keli Blanchett, Executive Assistant, Tulsa County District Attorney's Office, OK, (918)596-4859, kblanchett@tulsacounty.org, Customer since 2018. Casey Newsom, Application Systems Analyst, Deschutes County District Attorney's Office, OR, (541)388-6527, Casey.Newsom@dcda.us, Customer since 2018. Meghan Ridgely,System Administrator, Coconino County Attorney's Office, AZ, (928)679-8200, mridgely@coconino.az.gov, Customer since 2019. |

**14 Questions** **100.00% Complete**

# Question Set 2: Method of Approach

## Question Set 2 Instructions

Responders shall provide responses to each of the questions by selecting a response from the "Response" column, if applicable, and entering all response comments in the "Comment" column.
Responders that do not include responses to each question or provide unacceptable responses may cause the entire proposal to be deemed unacceptable and therefore non-responsive.

| # | Question | Response | Comment |
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| **Provision/ Implementation** | | | |
| 2.1.1 | Describe your Project Management Methodology. This should include Risk Management, Communication Plan, Change Management and Resource Allocation plans at a minimum. | - | Karpel Solutions project management consists of a Project Implementation Timeline using Microsoft Excel. This timeline will include tasks and milestone dates for completion of tasks. These tasks are conducted by onsite meetings (Pre-Implementation meeting), web and phone conferencing, and verbal and written correspondence. The implementation plan includes scheduled communications with the project manager and other designated staff for onsite and online meetings throughout the life of each implementation. Additionally, teleconferences are scheduled within the implementation timeline to occur every 10-20 days to review the progress of a pending milestone and if any adjustments are needed to meet the designated go live date. Each timeline is tailored to meet the needs and requirement of the customer. Most risks associated with implementing a solution can be mitigated through a very detailed project plan that clearly states the roles, responsibilities and tasks required for a successful project. Including ample time to complete the tasks can mitigate delays that can occur due to resource availability. Karpel Solutions will work with the Pinal County project manager to define and create a detailed project plan to mitigate these risks. |
| 2.1.2 | Describe the County's role and level of involvement that will be required from County technical and legal office personnel during implementation of the system and in ongoing operations. | - | Karpel Solutions requires a project manager from the Prosecutor's Office, preferably the Elected or Chief Deputy to set policies and procedures throughout the course of this project. It is recommended that the Prosecutor's Office provide members/supervisors from each unit to represent their department. These members will be referred to as system administrators. System administrators do not need a technical background but must be proficient in all business processes within their unit and the authority to make decisions. The role of the system administrator is to assist with the configuration of the application; perform/assist with user acceptance testing; assist with and designate staff for data conversion validation and attend system configuration reviews; schedule their staff for training; attend all training with their staff; set and enforce policies and procedures in using the system, and will be the contact person for their unit if a problem arises after implementation and training. County technical support is needed for workstation setup for each user, provided data cuts for conversion, provide a training area with 1 computer per 2 users during go live training and provide assistance with interface development/testing. |
| 2.1.3 | Describe your strategy and methodology for successful performance, and your approach to recommending "best in class" outcomes. | - | Karpel Solutions' project approach is unique and highly successful. While other vendors will provide you with multiple teams such as a project team, a training team, and a support team, Karpel Solutions provides one team for each project. Each member of our project team serves multiple roles throughout the project lifecycle. For example, the lead project manager will also be the lead trainer. Additional assistant trainers provide implementation services such as document template conversion, business processes analysis, and pre-implementation duties required for a successful transition. Our data migration specialists work closely with the project managers and customer staff to ensure the validity of the conversion and that no data is lost. Our helpdesk, consisting of technology professionals, provide hardware/software and networking consultations and work closely with customer IT departments for go live preparation and post live support. Furthermore, you are provided with direct access to all team members for up to 30 days' post-implementation support. This approach allows the project team to have a full understanding of all your business practices and procedures from the beginning of the project to the completion of training, resulting in a successful implementation and smoother transitional period. |
| 2.1.4 | Describe how customer service requests will be managed throughout the implementation process. Provide availability (via phone/ email) and guaranteed response times. | - | Customer services request are managed initially through your assigned project manager via phone or email. After your implementation, service request are handled by our helpdesk via phone, email along with remote desktop connectivity for troubleshooting. All helpdesk personnel adhere to our service level agreement with guaranteed response times. |

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| **Subcontractors** | | | |
| 2.2.1 | Provide a list of the subcontractors including contact information, certifications required for the performance of this Contract, and the services the subcontractors will be providing. | - | Karpel Solutions provides all services necessary for a successful implementation without the need of subcontractors. |
| **Testing** | | | |
| 2.3.1 | Provide description of the testing process prior to implementation, at implementation, and ongoing after implementation. | - | Karpel Solutions employs a quality assurance tool that provides automated testing of the application during the development lifecycle of releases. Prior to release to pilot offices, our trainers conduct further testing on the application. During an implementation, user acceptance testing, including workflows and system configuration begins during the data validation timeline and during a 2-3 day mock "go-live" expercise 30 days prior to your scheduled go live date. |
| **Training** | | | |
| 2.4.1 | Provide description of the training you provide prior to implementation, at implementation, and ongoing after implementation. | - | Our approach to system administrator training begins at the onset of each project. Training begins during the pre-implementation meetings with the designated system administrators where system configuration will begin with an analysis of current business practices, data conversion and document gathering for conversion. A detailed overview of the system is shown to begin system configuration and how codes tables from the legacy system will be imported into the new system. Training on Workflow Management will begin in demonstrating the configuration of business practices that will be incorporated along with document conversion training. Training continues during the data migration phase. System administrators, along with power users, conduct an extensive audit of converted data in the pre-production environment. By doing this, they learn how to work with PROSECUTORbyKarpel and will have the ability to maneuver through all components of the program. System administrators receive additional training at the conclusion of user training. Additional instructions are provided on system maintenance tables, reports, user security and profiles, document template creation and charge codes/charge language maintenance. PROSECUTORbyKarpel use training training is on-site, instructor led and hands-on. All users, including attorneys, support staff, designated system administrators and project manager are trained together by a seasoned Karpel instructor. The trainer leads the instructions using a projector to clearly demonstrate the policy decisions made by the System Administrators during the pre- implementation process so users can see exactly how the application is to be used. Step-by-step instructions are given during our hands-on portion of each 4-hour training session. We encourage training with live data. This means data conversion is often completed prior to the firs general training session. Users will enter defendants, witnesses, initial arrest/charging referrals and create cases in the system during their first training session. They will update cases with hearing dates and dispositions during their second training session. Two, 4-hour sessions are all that is required for most users. The training for the Pinal County will be similar to other office implementations similiar in size. Users will be assigned to groups. The first two groups will be the powe users such as intake personnel and their charging/reviewing attorneys. The first training session will consist of adding arrest/charging referrals, charges, witnesses and creating cases. The second training session will consist of adding case events, court dates, dispositions and sentencing. Each group will alternate between two 4-hour training sessions within the first two days of pre-live training, usually a Thursday and Friday with final data conversion uploaded over the weekend allowing two groups of trained users to begin using the application in a live state the following Monday while other users are trained. Training sessions: PROSECUTORbyKarpel is a fully integrated system allowing all divisions of each office to work within the same application. While our training sessions are geared towards certain staff roles or duties, it is important for all staff, regardless of their role, learn how to navigate the application. It is also important for all staff to know the office policies and procedures for data entry, case creation, charging, disposing/sentencing and case closing. This will promote data integrity allowing supervisors and administrators the ability to gather meaningful data to meet their reporting requirements. Session 1 – application overview including search options, case initiation, charging, co-defendant charging (if applicable) and adding witnesses. Session 2 – adding workflow events and generating documents, cour dates, preparing discovery, disposing and sentencing. Specialized training such as Victim Services, Juvenile, financials,etc are built into the training plan and are occur after these users complete session 1&2. Ongoing training: Karpel Solutions provides monthly training webinars on a variety of topics each year to assist our customers with ongoing training in areas such as document management and eDiscovery, witness management, document template creation, Diversion, etc. Furthermore, Karpel Solutions hosts a 2 ½ day National User Group Conference in St. Louis every Spring to review best practices, new features and networking opportunities. |
| **Maintenance and Support** | | | |

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| 2.5.1 | Describe how customer service requests will be managed after implementation. Provide guaranteed response time for requests. Please include how long after go-live the day to day support will be managed. | - | Karpel Solutions provides direct access to your assigned project team for up to 30 day's post implementation for support as they will have a full understanding of your business practices and procedures. After 30 days, customers will contact our helpdesk. Our technical support is provided Monday - Friday between the hours of 7:00am and 9:00pm Central Time and Saturday 8:00am to 5:00pm. Karpel Solutions provides a toll-free number, helpdesk email, remote desktop connectivity and after business hours support. Customers have to option to access our ticketing system to submit service tickets and to monitor the progress of their tickets. All helpdesk support technicians adhere to our service level agreement which outlines response time based on severity of the issue. |
| 2.5.2 | Provide process for emergency service requests including outages and guaranteed response time for emergencies. | - | Karpel Solutions response immediately to a serverity level 1 issue. However if a technician is not available of the time of the initial call, the customer will be called back within 1 business hour. |
| **Reports** | | | |
| 2.6.1 | Describe all reports available with this software and customized report creation options. Please provide examples of report types. | - | PROSECUTORbyKarpel has approximately 200 predefined reports that are categorized by function such as Maintenance, Attorney, Grand Jury, Sentencing, Statistics, Financials, Victim Services and Evidence tracking reports. Many reports contain hyperlinks to defendants, witnesses and cases allowing a user to drill down into specific information without leaving the report. All reports are designed in SSRS (Sequel Server Reporting Service). These reports can be copied and moved to your own custom report menu, giving you the ability to modify an existing report to meet your reporting needs.Another aspect of reporting includes our Inquiry Menu. This menu allows authorized users to generate simple lists and counts of data. Legal Inquiry, Case Type Inquiry, Charge Inquiry, Open Cases by DSN (officer) and Person Type Inquiry allow users to select data elements, date parameters and can save search criteria for future use. Query results can be printed and exported. In addition to SSRS Report Builder for custom reports, PROSECUTORbyKarpel is integrated with Jaspersoft reporting tool as another option for custom report writing. however licensing for Jasper report tool has additional cost. |
| **Continuous Improvement** | | | |
| 2.7.1 | Describe how you can guarantee your software will be just as efficient and effective five (5) years after the County's actual go-live date. | - | Karpel Solutions has been providing criminsal case management since 1999 and continues to make improvements to stay current with technology and the needs of our customers. An example of this is how PROSECUTORbyKarpel was converted from its original Oracle Forms client server format to the only browser-based case management solution in 2007. Version 6.0 was a complete rewrite of the user interface to make use of the latest browser-based technologies including configurable case screens, cascading style sheets and HTML5. In addition, the redesign enabled a better user experience for our tablet and mobile device users. This was provided to all our customers at no additional cost. Furthermore, Karpel Solutions is always testing the latest versions of Windows and SQL to make sure our products will continue working. Additionally, during our R&D we are looking for new technology to provide a better experience for our users which may be in the form of a faster application or enhance data exchanges.PROSECUTORbyKarpel is continuously being enhanced through customer requests and desired functionality found in RFPs. Our ability to listen to our customers and produce hundreds of enhancements for general release every six months combined with our ability to re-engineer as technology changes means we will never have an end of life product. This is evident by our current product utilizing the latest technologies instead of where we started over 20 years ago. |

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| 2.7.2 | Describe in detail your continuous improvement initiatives and how you will work with the County to provide suggestions and ideas for process improvement. | - | Besides keeping the application up to date with current technology, Karpel Solutions continuously improves the applicaion by listening to needs of our customers and incorporating their enhancement requests into new releases. With each release, Karpel Solutions provides webinars to educate our customers on the new features and how they can be used to improve their current processes. Karpel Solutions provides monthly training webinars on a variety of topics each year to assist our customers with ongoing training in areas such as document management and eDiscovery, witness management, document template creation, Diversion, etc. Furthermore, Karpel Solutions hosts a 2 ½ day National User Group Conference in St. Louis every Spring to review best practices, new features and networking opportunities. |
| **Value Add Products or Services** | | | |
| 2.8.1 | Describe any value added products and/or services your firm would provide to the County free of charge. | - | Karpel Solutions will provide professional services for the successful transition from your current CMS to PROSECUTORbyKarpel at a lower cost than our competitors. We do not charge customers for project management hours and we provide fixed cost bidding based on our experience with similiar projects. Karpel's philosophy "do what it takes to make a customer successfull" means our team will do what is necessary to help you succeed without increasing the contracted project cost. |
| 2.8.2 | Describe any value add products or services your firm would recommend to the County and costs associated with these products and/or services. | - | PROSECUTORbyKarpel is a person centric, browser -based application utilizing the latest Microsoft .NET HTML5 and SQL Server technology. All components of the application are fully integrated making it a complete case management application for your adult, juvenile, co-defendant, civil and investigation case tracking needs. Our application includes document management, integrated document imaging, bates numbering, integrated redaction with PDF document processing software, workflow management, case docketing/calendaring, evidence tracking, case expense tracking, electronic discovery/ invoicing, electronic data exchanges with police and courts, electronic criminal history record submission, integrated victim services including VOCA and other grant type reporting, restitution tracking, bad/hot checks, delinquent tax collection and pre-trial diversion program tracking. Additionally, PROSECUTORbyKarpel External Agency Portal include eSubpoena Service for law enforcement and External Agency View for other justice partners for case lookup, electronically submit supplemental reports and create and submit case referrals electronically. All cost associated with PROSECUTORbyKarpel, modules and services are included in the cost section of the bid response. |
| **14 Questions** | | | **100.00% Complete** |

PINAL COUNTY
WIDE OPEN OPPORTUNITY

# 200125RFP B-7 Functional Requirements (Q-34AG)

## Instructions

- The Summary worksheet displays your overall progress for the questionnaire.

- The worksheets numbered from 1 to N represent question sets.

- For each question set, select a response from the dropdown (if applicable) and enter a response comment for each question in the table.

- If specific instructions have been provided for a given subset, they will appear as a tooltip for a purple cell. Mouse-over to review them.

- When pasting content, please use Paste Special as Text without any formatting.

- Please do not change the structure of any of the worksheets. Changing the structure will invalidate your submission.

- Any additional information outside of the given structure of the worksheets will not be visible to the purchaser.

- Please do not save this file in a different format. Saving this file in a different format will invalidate your submission.

- Please do not use Excel formulas in your responses.

- Please follow the instructions provided along with this file to submit it back to Bonfire.

- If you have any questions regarding the content of this file, please contact the appropriate purchaser.

- If you have any technical problems, please contact Bonfire at Support@GoBonfire.com.

# Summary

| Question Set | Questions | % Complete | Progress |
|---|---|---|---|
| 1 | 175 | 100.00% | |
| **Total** | **175** | **100.00%** | |

# Question Set 1: Functional Requirements

## Question Set 1 Instructions

This lists Pinal County's functional requirements for a Case Management System for the Pinal County Attorney's Office. Though the term "requirements" is used here, the County understands that some compromises may need to be made in system functionality in order to select the system that will best meet our needs. Please complete this questionnaire, indicating whether your proposed system complies with each of the listed requirements. Include the completed questionnaire with your proposal. Provide explanations as needed.

| # | Question | Response | Comment |
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| **General Functional and Performance Requirements** | | | |
| 1.1.1 | Vendor will allow the County to try out the software solution at no risk for at least 30 days prior to contract signing. | Cannot Meet | PROSECUTORbyKarpel is a highly configurable application allowing each customer to configure the application through system options and comprehensive workflow management to meet their unique business needs. While the appliction is intuitive, it does require some training to navigate and use the different features. |
| 1.1.2 | Vendor will provide a sandbox system to test updates prior to implementation in the production system. | Out of the Box | Karpel Solutions provides hosted test sites for customers that prefer to test updates and new released prior to production site implementation. The annual cost for a hosted test site is $1,000 |
| 1.1.3 | Users may move between records in two (2) seconds or less. | Out of the Box | PROSECUTORbyKarpel is architected for 2 second response between records. |
| 1.1.4 | Users may move between screens in two (2) seconds or less. | Out of the Box | PROSECUTORbyKarpel is architected for 2 second response between screens. |
| 1.1.5 | Users may look up records in three (3) seconds or less. | Out of the Box | PROSECUTORbyKarpel is architected for up to 3 second response time for record lookup (Search). |
| 1.1.6 | The system supports up to 60 concurrent users, and will be able to accommodate 300% growth in the number of users over a period of five years. | Out of the Box | PROSECUTORbyKarpel has the ability to support more than 60 of concurrent users. Our largest customer averages 800 concurrent users daily. |
| 1.1.7 | Users may have multiple cases open at the same time. | Out of the Box | PROSECUTORbyKarpel is a browser-based application that allows users to have multiple windows open at the same time. |
| 1.1.8 | Users are able to create dashboards for their different user types, containing the reports, search tools and new/existing case lists, embedded websites/software programs, time- tracking reports and information that is relevant to each user's role. | Out of the Box | PROSECUTORbyKarpel user dashboards are completley configurable by the user allowing users to have their own dashboard relevant to their role. Dashboards options include embedded reports, recent searches, reminders (task alerts) etc. |
| 1.1.9 | The County must be able to create screens and define required fields without having to rely on or pay vendor | Out of the Box | PROSECUTORbyKarpel includes the ability for a customer to create screens and the ability to define required fields. |
| 1.1.10 | The County will be able to update all statutes, fees, etc. whenever new legislation is received without requiring vendor support or incurring additional cost. | Out of the Box | PROSECUTORbyKarpel includes the ability for customers to update statutes and fees, etc in the application without vendor support or additional fees. |
| 1.1.11 | The County must be able to create an unlimited number of integrations to other applications or partner agencies through use of an API or web services | Out of the Box | PROSECUTORbyKarpel standard API will allow the creation of unlimited number of integrations to other applications or partner agencies. |

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| 1.1.12 | Name record, Case record, and other data entry screens include fields for addition of free text comments or notes. The length of notes field will be unlimited. | Out of the Box | PROSECUTORbyKarpel provides unlimited, free text notes areas on mulitple screens including the name record and case record. |
| 1.1.13 | The County must be able to create new automated documents or change existing ones without vendor assistance. Documents must be able to populate with data elements from the system. | Out of the Box | PROSECUTORbyKarpel utilized Microsoft Word mail-merge for document generation to populate documents with data elements from the system. As part of your system administration training, users will be trained on the ability create new templates and modify existing templates. |
| 1.1.14 | Comments and notes fields have spell-check capability. | Out of the Box | PROSECUTORbyKarpel notes fields include spell check. |
| 1.1.15 | A Help menu is available in-context within the system. | Out of the Box | PROSECUTORbyKarpel help include content sensitive help along with screen specific WiKi type help. |
| 1.1.16 | Users are able to navigate with a navigation bar or shortcut system. | Out of the Box | PROSECUTORbyKarpel includes a multiple short cut key combinations allowing users to navigate the system without the use of a mouse. A dynamic and searchable navigation bar allows users to access other parts of the |
| 1.1.17 | The County is able to create new business rules or change existing ones without requiring vendor assistance or additional expense. | Out of the Box | PROSECUTORbyKarpel Workflow allows customers to create new business rules and modify existing rules without vendor assistance or additional fees. |
| 1.1.18 | Vendor must include all upgrades (both major and minor versions); service releases (patches), and updated system documentation at no additional cost as part of annual support contract | Out of the Box | PROSECUTORbyKarpel provides updates and 2 releases each year as part of your annual support contract. |
| 1.1.19 | The County must have ability to remove or disable unused fields from the user interface. | Out of the Box | PROSECUTORbyKarpel system options provides the ability for customers to show/hide fields. |
| 1.1.20 | A County administrator may easily make modifications or additions to drop-down menus. | Out of the Box | PROSECUTORbyKarpel system maintenance area includes the ability for system administratios to add/inactivate items in all drop-down menus. |
| 1.1.21 | The software is able to track office and prosecutor-defined court information, including, but not limited to: court location, docket number, judge name, court notes, all attorneys involved, attorney date assignment, victims and calendaring. | Out of the Box | PROSECUTORbyKarpel provides the ability to track your defined court information such as court location, docket number, judge, court notes and all attorney involved including their assignment dates. PROSECUTORbyKarpel also include victim tracing and calendaring. |
| 1.1.22 | The system provides comprehensive audit reports detailing data that have been edited, deleted, viewed and added by system users. This includes the record, date, time and login of the individual modifying the record. | Out of the Box | PROSECUTORbyKarpel user ID and date/time stamps all actions in the system and provides a User Audit Report and Case Audit Report for system administrators. |
| 1.1.23 | The software allows for any file type to be linked and opened from the "electronic" case file, including but not limited to documents, images, audio, video, and email correspondence. | Out of the Box | PROSECUTORbyKarpel provides the ability to link any file type to the electronic case file. |
| 1.1.24 | The system allows only one user to make entries and edits into a case or documents at a time, while allowing other users to view the case. | Out of the Box | PROSECUTORbyKarpel auto locks records and MS Word will alert a user if the document is currently open and only provide view only privilege. |

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| 1.1.25 | Files such as PDFs, image files, audio files, and video files may be stored in the system and linked to case records. These files may be organized into separate directories. | Out of the Box | PROSECUTORbyKarpel includes integrated document management with the ability to store all files of any file type, within the case window, document screen. Document management includes creating folders and using document categories for organizing. |
| 1.1.26 | All files may be indexed and searched. | Out of the Box | PROSECUTORbyKarpel automatically indexes documents when generates or attached to a case allowing for full text searching. |
| 1.1.27 | The application may be accessed remotely. | Out of the Box | PROSECUTORbyKarpel is a browser-based appliction that opens in a browser allowing users to easily access the system remotely. |
| 1.1.28 | The software allows for hyperlinks to be inserted in notes. | Out of the Box | PROSECUTORbyKarpel includes the ability to insert hyperlinks on into the notes areas. |
| 1.1.29 | The County may manage the type of documents that can be reviewed or blocked from remote access. | Out of the Box | PROSECUTORbyKarpel Document Authorizations and Document Category provides the ability for the County to manage the type of documents that can be reviewed or blocked from remote access. |
| **Person and Case Information** | | | |
| 1.2.1 | The system is person-based. | Out of the Box | PROSECUTORbyKarpel is a person centric system. |
| 1.2.2 | The system accommodates single name/party record entry in a fully relational table (i.e., a name/party is entered only once and can then be linked with information anywhere else in the application). | Out of the Box | PROSECUTORbyKarpel is a person centric system when a person is added once and associated to cases based on their role in the case. |
| 1.2.3 | The software provides a name table that contains ALL names entered and accommodates the names of people, businesses, and groups. | Out of the Box | PROSECUTORbyKarpel is person centric and includes entities such as businesses and groups. |
| 1.2.4 | The system is able to track an unlimited number of addresses, phone numbers, and e- mails for any name. | Out of the Box | PROSECUTORbyKarpel includes the ability to track unlimited number of addresses, phone numbers and emails on the person record. |
| 1.2.5 | The system is able to track the dates any contact information is changed. | Out of the Box | PROSECUTORbyKarpel includes the user ID and date when contact information is changes. |
| 1.2.6 | The system is able to track an unlimited number of relationships between name records (including multiple aliases/AKAs, spouse, ex-spouse, child, friend, brother, sister, business associate, acquaintance, birth parent, etc.). | Out of the Box | PROSECUTORbyKarpel includes aliases and the ability to associate person records with other person records through Relations. |
| 1.2.7 | End users may configure the relationship-type options available for users to select. | Out of the Box | PROSECUTORbyKarpel Relation Type are configurable by system administrators and how they appear in the drop-down menu. |
| 1.2.8 | The system provides duplicate name detection tools to prevent duplicate name records. Administrators have the capability to merge duplicate names. | Out of the Box | PROSECUTORbyKarpel includes the ability to detect duplicate name records and provides a Person Merging utility to merge duplicate name records. |
| 1.2.9 | The system auto-populates city and state when user enters a zip code. | Out of the Box | PROSECUTORbyKarpel includes auto complete of city and state based on the zip code entered by the user. |

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| 1.2.10 | The system provides for multiple identifiers such as Driver's License or CII to be attached to a person. | Out of the Box | PROSECUTORbyKarpel includes multiple person identifiers including drivers license or CII. |
| 1.2.11 | The system enables search of key information related to a case or person. | Out of the Box | PROSECUTORbyKarpel comprehensive searching capabilities enables users to search using key information related to a case or person. |
| 1.2.12 | The search capability provides for use of "wild card" to use partial names, ID numbers, agency report numbers and date ranges. | Out of the Box | PROSECUTORbyKarpel searching and inquirying capabilites includes partial names, ID number, agency report numbers and date ranges |
| 1.2.13 | The search capability provides for Boolean query searches. | Out of the Box | PROSECUTORbyKarpel Power Search, a google type search engine, allows for Boolean query searches. |
| 1.2.14 | The search capability provides for meta tag searches. | Out of the Box | PROSECUTORbyKarpel comprehensive searching capabilities includes meta data. |
| 1.2.15 | The search capability allows for searches across multiple common file types. | Out of the Box | PROSECUTORbyKarpel comprehensive search capabilities provides searching across mulitple file types. |
| 1.2.16 | The system is able to combine multiple law enforcement reports into one complaint, and vice versa, and to separate out reports into more than one complaint. | Out of the Box | PROSECUTORbyKarpel does not limit then number of reports associated with a complaint and provides the ability to separate into multiple complaints. |
| 1.2.17 | Case progress notes may be added to case records. | Out of the Box | PROSECUTORbyKarpel includes the ability to add notes to a case records. |
| 1.2.18 | Progress notes may be kept private until published. | Out of the Box | PROSECUTORbyKarpel provides the ability to authorize notes making them only viewble by the authorized user until the authorization is removed. |
| 1.2.19 | Partial or entire case information m a y be copied into a new or existing case | Out of the Box | PROSECUTORbyKarpel provides the ability to copy case information into a new or existing case such as charges, victim/witnesses and documents. |
| 1.2.20 | The search capability provides for variant name search, enabling name searches of names that sound alike and display results by decreasing likelihood of a match. | Out of the Box | PROSECUTORbyKarpel search results will display variants on partial name searches and includes Soundex and Phoenetic search options. |
| 1.2.21 | When a case-involved name is changed on a case, the change cascades throughout the entire case | Out of the Box | PROSECUTORbyKarpel is a person centric system that will reflect the change on all cases associated with that person. |
| 1.2.22 | Deletion of names or case information requires a confirmation of the deletion operation prior to allowing the delete and is restricted to users with roles that would allow for this. | Out of the Box | PROSECUTORbyKarpel person and case delete capabilities is controlled through user security. When deleting a case or person, the user will prompted to confirm the deletion before proceeding. |
| 1.2.23 | Users may link to a case an unlimited number of related cases, numbers (e.g., law enforcement numbers, case numbers), case-involved individuals (e.g., defendants, witnesses, attorneys), and events. | Out of the Box | PROSECUTORbyKarpel provides the ability to link an unlimited number of related cases, numbers, case involved parties and events. |

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| 1.2.24 | The software allows users to view all participants to a case on one screen. For instance, a case inquiry identifies the defendant(s), victim(s), witnesses, reporting parties, parent/guardian of juvenile, and any related cases. Users should be able to hyperlink directly from the list to the referenced case or name record | Out of the Box | PROESCUTORbyKarpel provides all case related information on one non-scrolling screen and includes a witness tab to display all persons associated with the case, hyperlinked to their individual person record. |
| 1.2.25 | The system is able to categorize a case with multiple identifiers for reporting purposes (e.g., DUI, Domestic Violence, Drug Court, and Capital Punishment). | Out of the Box | PROSECUTORbyKarpel includes configurable Case Reporting Types to associate with a case for reporting purposes. |
| 1.2.26 | The software provides for tracking of all relevant event information; charges and charge information; law enforcement, victims, witnesses, and other case-involved persons; sentencing information (including sentence credit and suspended time); court conditions; notes; and other case information. | Out of the Box | PROSECUTORbyKarpel is a complete case management system for tracking all adult and juvenile criminal cases as well as the ability to track non-criminal cases. This includes all case events, charges and charge information, law enforcement and all parties associated with case, disposition and sentencing, court/probation conditions, notes, etc. |
| 1.2.27 | The software provides for tracking of substance abuse testing (including drug and alcohol) and test results. Software must auto-create Pinal County defined documents, events, and notifications based off these results. | Out of the Box | PROSECUTORbyKarpel has the ability to track drug and alcohol test results. The ability to auto create documents, events and notfications based on test results through configured Workflow events. |
| 1.2.28 | The software is able to generate a court case number using the numbering scheme specified by the court, which may include letters, numbers, and other symbols as part of the convention (e.g., CR-17-123456, DR-17-08-654321A, etc.) | Out of the Box | PROSECUTORbyKarpel provides the ability to auto generate court case numbers based on your numbering scheme. |
| 1.2.29 | The system allows for cases to be assigned and reassigned to individuals and teams/divisions, individually and in bulk. | Out of the Box | PROSECUTORbyKarpel provides the ability to assign and reassign cases to individuals, teams/division and the ability to mass assign cases either individually or in bulk through the Assignment Change/Transfer utility. |
| 1.2.30 | Users may view all cases linked to a name, and from this view go directly to a specific case. | Out of the Box | PROSECUTORbyKarpel provides the ability for the user to see all cases associated with a person record and the ability to go directly to a specific case. |
| 1.2.31 | A name inquiry identifies, at a minimum:<br>*All aliases and cases<br>*the person's relationship to each case (e.g., defendant, victim, witness, or parent/guardinal of juvenile)<br>* Any associated charge. | Out of the Box | PROSECUTORbyKarpel person search results will display any aliases and all cases associated with that person including as a defendant, victim, witness and any configured party type and charge. |
| 1.2.32 | The system provides for multi-attorney offices, multi- division and multi-jurisdiction for case records. | Out of the Box | PROSECUTORbyKarpel provides the ability to assign multiple staff/units/departments and attorneys to a case record based on their role. |
| 1.2.33 | Case information can be securely transferred from the investigation module to the criminal adult module without requiring duplicate data entry. | Out of the Box | PROSECUTORbyKarpel provides the ability to create investigation cases using case authorizations or team/division security to secure the investigation case until it can be reassigned to another team/division or attorney for charging. Using authorizations or team/division security for investigations will prevent other users from viewing or accessing the case until the authorization is removed or reassigned to another team/division. |

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| 1.2.34 | The software provides for tracking progress, compliance, and completion on referrals for services and programs including counseling, treatment, education, and employment and allow for the auto-creation of Pinal County defined documents, reports, events, and notification based off progress, compliance, and referral statuses. | Out of the Box | PROSECUTORbyKarpel provides tracking progress and compliance/completion on cases/defendants referred for services and programs including counceling, treatment, education and employement through configured Workflow event management. |
| 1.2.35 | The software includes the Arizona Revised Statutes Basic Charging text and codes. | Out of the Box | PROSECUTORbyKarpel will include the Arizona Revised Statutes, codes and charging language exported from your current system as part of our data conversion services. |
| 1.2.36 | The software provides for tracking special allegations and sentence enhancements. | Out of the Box | PROSECUTORbyKarpel provides the ability to track special allegations and sentence enhancement based on your business processes configured through system options. |
| 1.2.37 | The software is able to reopen previously closed cases retaining previous case closure and current reopening information | Out of the Box | PROSECUTORbyKarpel Workflow provides the ability to reopen a closed case and retain all previous case closure and current reopening information. |
| 1.2.38 | The software allows the administrator to assign privileges relative to sealing and sealed information, designating users who can seal entire cases as well as specific items (e.g., certain documents, events, and charges), users who can see that sealed items exist without being able to access them, users who cannot see that sealed items exist, and users who can "unseal" sealed items | Out of the Box | PROSECUTORbyKarpel User Security provides the ability for the system administrator to determine user assigned privileges for sealed cases that will prevent other users having access to view those cases. Only privileged users will have the ability to unseal a case. In addidtion to user security, authorizations can be placed on persons, cases, charges, notes and documents to seal parts of a case. |
| 1.2.39 | The software can apply data entry formatting in applicable number fields (e.g., Phone number (xxx)xxx-xxxx, ext. xx, zip code xxxxx-xxxx) | Out of the Box | PROSECUTORbyKarpel includes data entry formating in applicable number fields such as SSN, phone numbers, etc. |
| **Co-Defendant Processing** | | | |
| 1.3.1 | The system fully supports multi-defendant base case tracking. For instance, each defendant has a unique and possibly different judgment, events, restitution, and/or attorney. | Out of the Box | PROSECUTORbyKarpel fully supports multi-defendant cases that includes each defendant to have their own judgement/sentence, events, restitution and assigned attorney. |
| 1.3.2 | Defendants can be added to the case at any time and may be assigned their own case numbers, charges, events, documents, involvements, dispositions, judgments and conditions. | Out of the Box | PROSECUTORbyKarpel provides the ability to add/associate co-defendant cases at any time. Each defendant case will have their own case number, charges, events, documents, involvements, dispositions, judgements and conditions. |
| 1.3.3 | Co-defendants may be separated into their own cases at any time; cases may also be merged at any time as needed. Ability to track separated cases with "related cases." | Out of the Box | PROSECUTORbyKarpel provides the ability to separate co-defendant cases at any time by removing the association. PROSECUTORbyKaprel provides the ability to track the separated cases with related cases and the ability to merge cases. |
| **Charge Management** | | | |
| 1.4.1 | Charge Calculations: Ability to calculate incarceration time, fines, and collateral consequences when charging a case. | Out of the Box | PROSECUTORbyKarpel's storage of incarceration time, fines and collereral consequences in our Defendant Status and Sentencing module will alow their calculation when charging a case. |
| 1.4.2 | An administrator may easily make modifications or additions to charge tables. | Out of the Box | PROSECUTORbyKarpel provides the abililty for system administrators to easily modify or add additional charges in the application maintenance area, Charge Maintenance. |

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| 1.4.3 | The system must be able to record an unlimited number of charges per case or defendant | Out of the Box | PROSECUTORbyKarpel does not limit the number of charges that can be added to a case. |
| 1.4.4 | The software is able to generate a Criminal History for any individual via an interface with the Spillman RMS application. | With Configuration | PROSECUTORbyKarpel has the ability to receive Criminal History from a Spillman RMS Law Enforcement interface and store it as a PDF in the case record documents tab encrypted with very limited access. |
| 1.4.5 | For statistical purposes the software must be able to track arresting charge, prosecuting charge, and final charge. | Out of the Box | PROSECUTORbyKarpel includes the ability to track the arresting charge, filed charge and final charge. |
| 1.4.6 | Users must be able to track incident location information for the charge(s), as well as the sentence, sentence credit and suspended time. | Out of the Box | PROSECUTORbyKarpel includes the ability to track the incident location for the charg(s) and includes the ability to track other sentencing information such as sentence credit and suspended time based on your configuration. |
| 1.4.7 | For cases with multiple charges, the software allows users to repeat similar charge information automatically. | Out of the Box | PROSECUTORbyKarpel provides the ability to copy a similar charge multiple time on a case using the Copy Charge feature. |
| 1.4.8 | Ability to sort by Case or Charged Offense | Out of the Box | PROSECUTORbyKarpel provides the ability to sort cases and charged offenses. |
| 1.4.9 | Business Rules to automatically create previously approved folders within each case file when a new case is created. | Out of the Box | PROSECUTORbyKarpel provides the ability to automatically create approved folders within a case when a new case is created and provides the ability automatically create a folder through a configured Workflow (business rule). |
| 1.4.10 | Ability to add and track prior felony convictions on parole or probation status for a particular defendant. | Out of the Box | PROSECUTORbyKarpel provides the ability to add and track prior felony convictions on parole or probation status for a defendant on the person record, Criminal History screen. |
| 1.4.11 | Ability to partition conflict cases from affected parties within a particular case while allowing non-affected parties to have access to the case. | Out of the Box | PROSECUTORbyKarpel provides the ability to set Authorizations on conflict cases to only allow those authorized to have access to the conflict cases. |
| 1.4.12 | Implement a Home Screen where each user can view their assigned cases and tasks. | Out of the Box | PROSECUTORbyKarpel configurable dashboards provides the ability for users to automatically view their dashboard with their assigned cases and tasks when logging on. |
| 1.4.13 | Ability to partition data between Attorney's and Family Advocacy Center (FAC) cases that have not yet been charged by local law enforcement. These FAC cases require their own Case ID numbering. | Out of the Box | PROSECUTORbyKarpel provides the ability to partition data between attorneys and FAC through the use of case Authorizations based on configurable Case Types or user/team/unit security profiles. |
| **Document Management** | | | |
| 1.5.1 | Documents may be scanned directly into the system. | Out of the Box | PROSECUTORbyKarpel integrated scanning provides the ability to scan documents directly into a case record document screen and person record document screen. |
| 1.5.2 | Scanned documents may be enhanced with Optical Character Recognition (OCR), redaction of sensitive information, clean or alter the document's appearance, highlighting of information, and add notations. | Out of the Box | PROSECUTORbyKarpel provides the ability to automatically OCR documents when scanned and automatically perform redaction on sensitive data through the integrated redaction feature. Editing documents such as PDF or Word documents can be performed using the tools available in MS Word or your PDF software. |

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| 1.5.3 | Email messages and attachments in Google Gmail may be saved directly into the application. | elease: When is the release scl | PROSECUTORbyKarpel currently has the ability to attach and save email messages and attachments with Microsoft Outlook and will provide the ability to attach and save email messages and attachments with Google Gmail with the next version release in the Fall of 2020. |
| 1.5.4 | Documents in the system may be sent as attachments to or accessible links in Google Gmail. | elease: When is the release scl | PROSECUTORbyKarpel currently has the ability to email documents as attachments with Microsoft Exchange and will provide the same functionality with google Gmail with the next version release in the Fall of 2020. |
| 1.5.5 | Documents may be added to the system storage area by drag and drop from a Microsoft Office File Explorer window. | Out of the Box | PROSECUTORbyKarpel document management includes the ability to drag&drop documents from the MS Office File Explorer window. |
| 1.5.6 | Documents may be moved or copied from the electronic case file of one name or case record to the electronic case file of another name or case record. | Out of the Box | PROSECUTORbyKarpel provides the ability to copy documents from one case to another using the Copy Docs feature. |
| 1.5.7 | An unlimited number and type of automated document templates (e.g., subpoenas, letters, receipts, appeals, etc.), may be developed and stored using the County's standard templates and without manually opening the word processor program. | Out of the Box | PROSECUTORbyKarpel document generation includes unlimited number and type of document temeplates, developed and stored using the County's standard for templates that will automatically open in Word without having to manually open the word processor program. |
| 1.5.8 | To increase efficiency and minimize the number of documents Pinal County must have the ability to access one document template and to access one or more sub- documents (e.g., allowing for multiple users to use the same base template information, but each use a unique header) | Out of the Box | PROSECUTORbyKarpel document template configuration provides the ability to use one template for multiple purposes utilizing mail-merge fields and comparison statements (if-the-else). |
| 1.5.9 | Documents may be produced with an agency-wide header that populates all individual templates, or with an individualized header for a particular document. | Out of the Box | PROSECUTORbyKarpel document templates includes the ability to place mail-merge fields into agency-wide headers on templates and the ability to have different headers on specific document templates. |
| 1.5.10 | The system can automatically populate forms and letters with client and case information (e.g., expert contract letters, subpoenas, transcription requests, and travel requests). | Out of the Box | PROSECUTORbyKarpel document generation utilized MS Word mail-merge utilities to configure document templates to automatically populate forms and letters with data from within the system. |
| 1.5.11 | Documents may be generated on demand, based on an event, or in batch at a specific time. Automatically generated documents must be automatically linked to the appropriate case/person record for future reference. | Out of the Box | PROSECUTORbyKarpel Workflow events generate documents that are automatically linked to the case/person record. |
| 1.5.12 | Documents are opened in the users' standard word processing program allow users to make further changes, including adding electronic signature. Pinal County should have the ability to specify whether or not documents should open when generated. | Out of the Box | PROSECUTORbyKarpel document management provides the ability for users to make changes/edits and additing electronic signature and are opened in the users word processing program. |
| 1.5.13 | The system provides for document version control, tracking document check in/out and version history to maintain an original copy of discovery documents | Out of the Box | PROSECUTORbyKarpel integrated document management and Workflow configuration provides the ability to track document revisions, check in/out and maintains the orginal copy of discovery documents. |

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| 1.5.14 | The system provides for establishing workflows for document approval (e.g., copy requests, expert witness requests, investigation requests, transcription requests, travel requests, conflict requests) | Out of the Box | PROSECUTORbyKarpel Workflow and Work Requests provides the ability to configure document approval and document requests. |
| 1.5.15 | The system provides a document export utility that:<br>a) exports file(s) into a compressed file for transport<br>b) password protects and encrypts files<br>c) enables redaction of confidential information from scanned documents | Out of the Box | PROSECUTORbyKarpel integrated document management includes the ability to compress files to export, set password and provides the ability to redact confidential information from scanned documents. |
| 1.5.16 | System must be able to print documents individually or as part of a batch, either automatically or on demand. | Out of the Box | PROSECUTORbyKarpel provides the ability to print document individually or in batch automatically or on demand. |
| 1.5.17 | Audio, video, pictures and other types of files may be stored in the system. | Out of the Box | PROSECUTORbyKarpel provides the ability to store any file type such as audio, video, pictures, etc. |
| 1.5.18 | The system is able to automatically Bates stamp documents as part of a batch, or on demand. Bates stamping page numbering should be able to be overridden. | Out of the Box | PROSECUTORbyKarpel provides the ability to automatically bates stamp documents as part of a batch or on demand when preparing discoverable documents and provides options for the user to override the bates page numbering. |
| **Reporting** | | | |
| 1.6.1 | Users may create new reports or alter existing ones without vendor assistance. | Out of the Box | PROSECUTORbyKarpel Reporting provides the ability for customers to customize existing canned reports and create new reports using SSRS Report Builder. |
| 1.6.2 | Users without specialized technical training may create ad hoc reports. | Cannot Meet | While PROSECUTORbyKarpel provides queries through the Inquiry Menu that non-technical users can utilitze for ad hoc reporting, creating ad hoc reports using SSRS Report Builder does require a user to be familiar with SQL and SLQ querying |
| 1.6.3 | Ad-hoc Management Reports may be emailed directly from the system. | Out of the Box | Ad hoc reports created through SSRS can be configured to automatically run and be emailed directly from SSRS. |
| 1.6.4 | The system provides an ad hoc report writer that provides the ability to access our case management information, export to standard formats including Word, Excel, XML, CSV, graphic and charts capability, and automate and schedule reports to be run on a regular basis. | Out of the Box | SSRS provides the ability for ad hoc reports to be exported in standard formats and can be scheduled to run on a regular basis. |
| 1.6.5 | Ad-hoc and management reporting are accessible from a user dashboard. | Out of the Box | PROSECUTORbyKarpel configurable dashboards provide the ability for ad hoc reports to be accessible from the user dashboard. |
| 1.6.6 | The system has a robust reporting function that enables statistical reporting based on any of the data elements tracked by the system. | Out of the Box | PROSECUTORbyKarpel includes over 200 canned reports including statistical reports based on data elements tracked in the system. |
| 1.6.7 | Ability to measure performance indicators such as case load, case age, pending reports, etc. | Out of the Box | PROSECUTORbyKarpel reporting includes performance measures such as case load, case age and pending reports. |

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| 1.6.8 | Ability to create reports that will track new charges involving current and former diversion defendants. Including but not limited to case number, charging information, demographic information (name, age, race/ethnicity) & days between diversion intake and/or diversion completion date and new offense date. | Out of the Box | PROSECUTORbyKarpel provides the ability to track current and former diversion defendants including case number, charging information, demographic information and date and status fields that can provide the information required to create reports that can track new charges/cases involving current and former defendant diversion cases. |
| **Calendar Functions** | | | |
| 1.7.1 | Users may create calendars, such as docket or courtroom calendars and team/group calendars. | Out of the Box | PROSECUTORbyKarpel provides the ability to create calendars, including docket or courtroom calendars and team/group calendars. |
| 1.7.2 | Calendars allow for daily, weekly and monthly views on an individual basis and office-wide. | Out of the Box | PROSECUTORbyKarpel Calendaring includes the ability to view as daily, weekly or monthly. |
| 1.7.3 | The system integrates with G-Suite to import events from Gmail to the user's dashboard and vice versa. | elease: When is the release scl | PROSECUTORbyKarpel currently has the ability to export court events and reminders to a user's Exchange Calendar and will provide the same functionality with G-Suite with the next version release in the Fall of 2020. Exporting from Gmail to a user's dashboard can be provided as necessary and defined by Pinal County. |
| 1.7.4 | The calendar schedules are printable and exportable. | Out of the Box | PROSECUTORbyKarpel calendar schedules can be printed and can be exported into other common formats. |
| 1.7.5 | The software will populate a user's G-Suite calendar with data from an assigned docket, such as court case, start and end dates, times and events. | elease: When is the release scl | PROSECUTORbyKarpel currently provides the ability to send event, event dates/times ti a user's Outlook calendar through Microsoft Exchange and merge events and event date/time through document generation, and will provide the same functionality with G-Suite calendar with the next version release in the Fall of 2020. |
| 1.7.6 | The docket listing may be displayed on a daily, weekly or monthly basis, and the system can generate a court calendar by attorney for any day. | Out of the Box | PROSECUTORbyKarpel docket calander can be displayed on a daily, weekly or monthly basis along with the ability to generate a court calendar by attorney. |
| 1.7.7 | Users may update the results of the court event with a pull down menu and a comment section. | Out of the Box | PROSECUTORbyKarpel Workflow event management provides the ability for users to update court events and court event results with a pick list menu and provides the ability for a user to insert additional text regarding the event before updating the case. |
| 1.7.8 | Calendar availability of police officers and experts may be stored to coordinate dates with court scheduling. | Out of the Box | PROSECUTORbyKarpel provides the ability to track officer and experts unavailable dates to coordinate dates for court scheduling. |
| 1.7.9 | Multiple calendars may be accessed at one time. | Out of the Box | PROSECUTORbyKarpel provides the ability to access multiple calendars at one time. |
| 1.7.10 | Calendars are accessible from dashboards. | Out of the Box | PROSECUTORbyKarpel Dashboard includes the option to have calendars, such as upcoming court dates included on the user's dashboard. |
| 1.7.11 | Calendars may be updated from a mobile device. | Out of the Box | PROSECUTORbyKarpel is a browser-based system that allows user to access and update the system with mobile devices. |
| 1.7.12 | The system is able to generate a reminder email to a client to remind them of a court date. | Out of the Box | PROSECUTORbyKarpel Workflow event management provides the ability to configure workflow events that can schedule a reminder email to be sent regarding a court event date. |

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| 1.7.13 | Users may specify how they want to receive calendar reminders (pop-up notifications, email reminders, etc.) | Out of the Box | PROSECUTORbyKarpel provides the ability to receive calendar reminders through Reminders on the user dashboard and/or delivered by email. |
| 1.7.14 | The software allow for ticklers and alerts based on event dates. | Out of the Box | PROSECUTORbyKarpel Workflow event management provides the ability to configure ticklers/alerts (Reminders)to occur when events are added to a case. Reminders can be configured to occur X number of days prior to the event |
| 1.7.15 | The system is capable of generating a subpoena status calendar that can be posted for accessibility by the public and law enforcement agencies. | With Custom Programming | PROSECUTORbyKarpel has the ability to query subpoena status by court calendar events and export to a public facing website as defined by Pinal County. |
| **Financial Management and Tracking Functions** | | | |
| 1.8.1 | The software allows for time tracking based on a case, task, or case type for all employees. | Out of the Box | PROSECUTORbyKarpel time keeping functionality provides the ability for users to track time on a cases and tasks. Furthermore, Workflow event configuration provides the ability to automatically add default values of time to cases for tasks/events when added to a case. |
| 1.8.2 | Software must have financial tracking capability for victim restitution. | Out of the Box | PROSECUTORbyKarpel restitution tracking provides the ability to track restituion requested and restitution amounts ordered for victims flagged to receive restitution. |
| 1.8.3 | Software must have financial tracking capability for diversion tracking. | Out of the Box | PROSECUTORbyKarpel diversion program tracking provides the ability to track fees and collect fees associated with diversion programs. |
| 1.8.4 | Software must allow for payment tracking, including those that are not payable to Pinal County. | Out of the Box | PROSECUTORbyKarpel comprehensive financial components provides the ability to track fees and collect or track payments associated with diversion programs, restitution, bad/hot checks and case expenses. |
| 1.8.5 | The software must generate receipts, and have interface for electronic signatures. | Out of the Box | PROSECUTORbyKarpel provides the ability to generate receipts that can receive electornic signatures ulsing the tools provided by MS word/ |
| 1.8.6 | The software must store the receipts with the case information. | Out of the Box | PROSECUTORbyKarpel automatically stores receipts with it's perpective case. |
| 1.8.7 | The system is capable of tracking and reporting expenses associated with a case, including but not limited to:<br>a) copy expenses<br>b)interpreter expenses<br>c) investigator expenses<br>d) expert witness expenses<br>e) staff travel expenses<br>f) transcription expenses<br>g) witness expenses | Out of the Box | PROSECUTORbyKarpel case expense tracking provides the ability to track expenses such as copy expense, interpreter expense, investigator expense, expert witness expense, staff travel expense, transcription expense and witness expense. Case expense types/categories and defult values are configurable to meet your expense tracking needs. |
| 1.8.8 | The system provides for tracking the payment status on invoices for services retained in connection with a case. | Out of the Box | PROSECUTORbyKarpel case expense tracking provides the ability to track invoices and payments for services. |
| 1.8.9 | The system provides for establishing workflows for obtaining expense approvals, such as for experts, travel, transcription, etc. | Out of the Box | PROSECUTORbyKarpel Workflow management provides the ability to configure workflow events to track expense approvals. |
| **System Security** | | | |
| 1.9.1 | The system provides the ability to seal juvenile records. | Out of the Box | PROSECUTORbyKarpel provides the ability to create authorizations profiles, such as a Seal team/ group profile to seal records, such as juvenile records. |

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| 1.9.2 | The system provides the ability to seal mental health portions of case files. | Out of the Box | PROSECUTORbyKarpel provides the ability to create authorization profiles, such as a Seal team/group profile to seal portions of case files, such as mental health cases. |
| 1.9.3 | The system has role-based security that is controlled at the table level, field level, and case type level, and controls specific functions such as add, modify and delete. | Out of the Box | PROSECUTORbyKarpel role based security is very granular allowing controls at the table, field, case type and other specific functions such as add, update, view only and delete. |
| 1.9.4 | Pinal County has the ability to create security profiles for users and groups in addition to any defaults that come with the system, without requiring vendor assistance. | Out of the Box | PROSECUTORbyKarpel user security profiles are maintained by the customer without the need for vendor assistance. User security profiles includes creating teams/group profiles. |
| 1.9.5 | Access may be restricted by case type or name type for confidential cases. | Out of the Box | PROSECUTORbyKarpel provides the ability to restrict by case type or name type for confidential cases by setting Authorizations on confidential cases. |
| 1.9.6 | Access privileges, including read only, update, and no access, may be assigned to each user by the County Administrator. | Out of the Box | PROSECUTORbyKaprel user security is maintained by the customer and provides the ability to set access privilges for each individual user including read (view) only, update or provide no access. |
| 1.9.7 | The system is capable of running and creating reports to document changes in security roles for audit purposes. | With Custom Programming | PROSECUTORbyKarpel User Audit log will will be enhanced to granularly log user security changes as required by Pinal County. |
| 1.9.8 | Users are able to modify their own passwords within the password length and character type restrictions. | Out of the Box | PROSECUTORbyKarpel provides the ability to change their own passwords within the password parameters set by the County to comply with your password policy. |
| 1.9.9 | Data is encrypted while at rest and while in transport. | Out of the Box | PROSECUTORbyKarpel provides encryption for data at rest and in transport. |
| 1.9.10 | Access to closed files may be restricted. | Out of the Box | PROSECUTORbyKarpel user security and the use of Authorizations provides the ability to restrict access to closed files. |
| 1.9.11 | Access to juvenile files may be restricted. | Out of the Box | PROSECUTORbyKarpel user secuirty provides the ability to retrict access to juvenile files. |
| 1.9.12 | Access to specific files and/or clients may be restricted. | Out of the Box | PROSECUTORbyKarpel team/group security or authorizations provide the ability to restrict access to specific files and/or clients. |
| **Event Management** | | | |
| 1.10.1 | Task lists for attorneys may be added via the system or scanned documents, and be tracked. | Out of the Box | PROSECUTORbyKarpel Reminders (task alerts) provides the abilty for attorneys to track assigned tasks through their user dashboard that can be added manually from a case or can auto generate through configured Workflow events. |
| 1.10.2 | The system provides for auditing/logging of all activities and events. | Out of the Box | PROSECUTORbyKarpel logs all activities and events with the User ID, and date/time stamp for auditing purposes. |
| 1.10.3 | Attorneys may add future court dates from a mobile device | Out of the Box | PROSECUTORbyKarpel is a browser-based application that provides the ability to access the application and add future court dates from mobile devices. |

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| 1.10.4 | The system provides for setting up notifications or alerts when certain events occur, such as:<br>a) case has been reassigned<br>b) case is closed<br>c) case information has been accessed by someone who is not currently assigned to the case (except clerical and management)<br>d) case information has been updated<br>e) conflict is declared<br>f) document(s) or file(s) have been added to the case<br>g) investigation request has been approved or denied<br>h) tasks are past due | Out of the Box | PROSECUTORbyKarpel Workflow event management configuration provides the ability to setup notifications or alerts through Reminders and Deadline Dates to generate when events occur as stated in this requirement. |
| 1.10.5 | Users may specify how they want to be notified of events (e.g., through dashboard alerts, email notifications, pop-up messages and/or SMS text messages) | Out of the Box | PROSECUTORbyKarpel Reminders provide the ability to specify the delivery of the reminder such as dashboard alerts, email notifications or both. |
| **Electronic Discovery Management** | | | |
| 1.11.1 | The system provides an interface between the Pinal County Attorney and Public and Private Defense Attorney's subsystems for sending and receiving Discovery documents. | Out of the Box | PROSECUTORbyKarpel Hosted eDiscovery Service and External Agency Portal provides the abiltiy for the Pinal County Attorney and public and private defense attorneys to send and receive discovery documents. |
| 1.11.2 | The system generates confirmation reports for delivery and receiving of eDiscovery | Out of the Box | PROSECUTORbyKarpel Workflow event configuration and system configuration provides the abilty to log delivery and receiving eDiscovery and the Discovery log report includes delivery and received (download) dates. |
| 1.11.3 | The system provides for establishing workflows to route the discovery file to the appropriate case in the County Attorney's Office. | Out of the Box | PROSECUTORbyKarpel configuration with External Agency Portal provides the ability to automatically route documents, such as a discovery file to the appropriate case in the County Attorney's Office. |
| 1.11.4 | The system provides the ability to select discoverable items, create a package for discovery and automatically notify counsel that discovery is ready for pickup. | Out of the Box | PROSECUTORbyKarpel Hosted eDiscovery Service provides the ability to select discoverable items to create the discovery package and automatically notify counsel by email that discovery is available. |
| 1.11.5 | Software provides ability for defense counsel to log in and securely manage and download case discovery packages. | Out of the Box | PROSECUTORbyKarpel Hosted eDiscovery Service provides defense counsel with a GUID link to download case discovery packages from the Hosted eDiscovery site. |
| 1.11.6 | Software is able to create an invoice/receipt for each discovery package. | Out of the Box | PROSECUTORbyKarpel provides the ability to create and submit an invoice along with the discovery package through the eDiscovery service and will record the date/time the discovery package was downloaded by defense |
| 1.11.7 | System has a CJIS-compliant external interface for access by non-County individuals. | Out of the Box | PROSECUTORbyKarpel External Agency Portal is a CJIS compliant portal that can be accessed by non-County individuals. |
| 1.11.8 | E-Disclosure process that allows discovery to be sent out to Defense Counsel and the ability to generate an E-Discovery report for a particular case. | Out of the Box | PROSECUTORbyKarpel eDiscovery provides the ability to send out discovery to defense counsel and provides a discovery log report for each case. |
| **File Room Management** | | | |
| 1.12.1 | The system provides for users to check in and out physical files from the County Attorney's Office. | Out of the Box | PROSECUTORbyKarpel File Location provides the ability for users to check in and out physical files from the County Attorney's Office. |

| | | | |
|---|---|---|---|
| 1.12.2 | The system can track the location of physical case files, | Out of the Box | PROSECUTORbyKarpel configurable File Location provides the ability to track the location of physical files. |
| 1.12.3 | The system provides for the ability to add information about archived files in long term storage | Out of the Box | PROSECUTORbyKarpel File Location provides the ability to add archival information about files in long term storage. |
| 1.12.4 | The system provides for establishing workflows for approving requests for file access. | Out of the Box | PROSECUTORbyKarpel configurable Workflow management provides the ability to configure workflows for approving request for file access. |
| 1.12.5 | The case file management system can distinguish between case file types, such as Juvenile, Criminal, Victim Services, Investigation Services, Fraudulent Check, Asset Forfeiture, Welfare Fraud, Civil, etc. | Out of the Box | PROSECUTORbyKarpel provides the ability to distinguish between case file types using configurable Case Types and Case Categories. |
| 1.12.6 | The case file management system uses barcode or RFID tags placed on each hard copy file and connected readers which are used to scan a change in location and update in the system | Out of the Box | PROSECUTORbyKarpel provides the ability to generate barcodes on generated file labels to scan a change in location and update the system. |
| **Forms Management** | | | |
| 1.13.1 | Form Templates may be created in Microsoft Word and Excel, and automatically populated from case data. | Out of the Box | PROSECUTORbyKarpel utilized Microsoft Word mail-merge for document generation to populate documents with data elements from the system. As part of your system administration training, users will be trained on the ability create new templates and modify existing templates. |
| 1.13.2 | Forms are exportable to PDF, RTF, XML, or Microsoft Word and Excel Formats | Out of the Box | PROSECUTORbyKarpel provides the ability to export forms to other file types such as PDF, RF, XML, Word, or Excel. |
| 1.13.3 | Forms may be populated by data from a selected group of records, through a “mail merge” type function. | Out of the Box | PROSECUTORbyKarpel utilized Microsoft Word mail-merge for document generation to populate documents with data elements from the system. |
| 1.13.4 | The system provides for management and control of templates. | Out of the Box | PROSECUTORbyKarpel application maintenance provides the ability to customers to manage and control templates used by their office. |
| **Justice Partner Integration** | | | |
| 1.14.1 | The system can interface with the Pinal County Superior Court’s system (AJACS- Arizona Judicial Automated Court System) to pull docket codes and docket calendars, and obtain sentencing information. | With Configuration | PROSECUTORbyKarpel has the ability to interfeface with Pinal County Superior Court system to pull docket codes, calendars and sentencing information. PROSECUTORbyKarpel currently supports interfaces with different court systems across our customer base. |
| 1.14.2 | The system can interface with the Arizona Disposition Reporting System. | With Configuration | PROSECUTORbyKarpel has the ability to interface with the Arizona Disposition Reporting System and currently provide the interface with multiple AZ customers. |
| 1.14.3 | Software provides secure, view-only access via the web for external partners such as Probation Office and law enforcement officers, with restricted query capability. | Out of the Box | PROSECUTORbyKarpel External Agency Portal provides secure view-only access through the web for external partners with restricted query capabilities. |
| 1.14.4 | The system will interface with the Sheriff’s System (Spillman) for custody status, booking and housing information | With Configuration | PROSECUTORbyKarpel has the ability to interface with Law Enforcement RMS such as Spillman for custody status and booking information. |

| | | | |
|---|---|---|---|
| 1.14.5 | The system provides for electronic filing with the Court. | With Configuration | PROSECUTORbyKarpel Transfer to Court provides the ability to electronically file with court systems. PROSECUTORbyKarpel currently supports interfaces with different court systems across our customer base. |
| 1.14.6 | Electronic filing of Pinal County Law Enforcement Agencies Submittal Review Sheet, Police Reports and supporting documentation via a web portal | Out of the Box | PROSECUTORbyKarpel External Agency Portal provides the ability for electronic filings from Pinal County Law Enforcement agencies to submit cases including submittal review sheet, police reports and other supporting documents. |
| **175 Questions** | | | **100.00% Complete** |

PINAL COUNTY
WIDE OPEN OPPORTUNITY

# 200125RFP B-9 Technical Requirements- Vendor-Hosted Software Application (Q-29DI)

## Instructions

- The Summary worksheet displays your overall progress for the questionnaire.

- The worksheets numbered from 1 to N represent question sets.

- For each question set, select a response from the dropdown (if applicable) and enter a response comment for each question in the table.

- If specific instructions have been provided for a given subset, they will appear as a tooltip for a purple cell. Mouse-over to review them.

- When pasting content, please use Paste Special as Text without any formatting.

- Please do not change the structure of any of the worksheets. Changing the structure will invalidate your submission.

- Any additional information outside of the given structure of the worksheets will not be visible to the purchaser.

- Please do not save this file in a different format. Saving this file in a different format will invalidate your submission.

- Please do not use Excel formulas in your responses.

- Please follow the instructions provided along with this file to submit it back to Bonfire.

- If you have any questions regarding the content of this file, please contact the appropriate purchaser.

- If you have any technical problems, please contact Bonfire at Support@GoBonfire.com.

# Summary

| Question Set | Questions | % Complete | Progress |
|---|---|---|---|
| 1 | 20 | 100.00% | |
| **Total** | **20** | **100.00%** | |

# Question Set 1: Technical Requirements

## Question Set 1 Instructions

This lists Pinal County's technical requirements for a Case Management System. Though the term "requirements" is used here, the County understands that some compromises may need to be made in system functionality in order to select the system that will best meet our needs. Please complete this questionnaire, indicating whether your proposed system complies with each of the listed requirements. Include the completed questionnaire with your proposal. Provide explanations as needed in the "Comments" column of the Questionnaire.

NOTE: Pinal County operates in a G-Suite, Microsoft Office, Windows Domain environment.

| # | Question | Response | Comment |
|---|---|---|---|
| **General** | | | |
| 1.1.1 | System availability, resilience, and redundancy that guarantees that mission-critical operations and data are available 24/7/365. This should include geographically disparate failover and redundant backups, with all services and storage occurring within the United States. | Fully Compliant | Karpel Solutions hosted services are provided through Microsoft's Azure Government Cloud. Azure Government is designed to meet the higher-level security and compliance needs for sensitive, dedicated, U.S. Public Sector workloads found in regulations such as United States Federal Risk and Authorization Management Program (FedRAMP), Department of Defense Enterprise Cloud Service Broker (ECSB), Criminal Justice Information Services (CJIS) Security Policy and Health Insurance Portability and Accountability Act (HIPAA). All data resides in the U.S. and includes redundancy/resiliency with replication in separate zones in the two datacenters (3 zones each). Nightly full backups with hourly log backups and document deletion protection. |
| 1.1.2 | The County maintains ownership of all data. Hosting provider does not mine or otherwise process or analyze data for any purpose not explicitly authorized by the County. The Provider may process or analyze data as necessary for ongoing and routine performance monitoring to ensure continuity of service and/or to project future dynamic provisioning requirements. | Fully Compliant | |
| 1.1.3 | Provider must make the County's data available upon request, within one business day or within the time frame specified, and that data shall not be used for any other purpose. The Provider shall provide the requested data at no additional cost. | lly Complaint- provide an expla | Karpel Solutions can provide the County's data upon termination of the hosting service agreement within a mutally agreeable timeframe. The one time fee to migrate data and documents from the hosted site is $1,000 |
| 1.1.4 | Provider shall have reliable backup systems in case of any damage to stored data, with version controls and levels of redundancy. Copies of a corrupted file are still corrupted. | Fully Compliant | |
| 1.1.5 | Provider shall use multiple content acceptance and delivery networks with multiple points of presence (POPs) to efficiently and reliably accept and provide access to content. | Fully Compliant | |
| 1.1.6 | The Provider shall notify the County of all incidents and/or issues affecting service and/or availability when provider is made aware of issue. | Fully Compliant | |
| 1.1.7 | The Provider shall notify the County, at least five business days in advance, of prescheduled maintenance or out-of-service events. | Fully Compliant | |

| | | | |
|---|---|---|---|
| 1.1.8 | All data, which may include financial data or personal protected information, shall be protected against unauthorized access, disclosure or modification, theft, or destruction. The Provider shall ensure that the facilities that house the network infrastructure are physically secure. | Fully Compliant | |
| 1.1.9 | The provider shall provide statistics and report content submission information, including IP addresses and any available metadata. | Fully Compliant | |
| 1.1.10 | Hosting Provider complies with the FBI's Criminal Justice Information Services (CJIS) requirements at a minimum. | Fully Compliant | |
| 1.1.11 | Application must have the ability to do federation using one of the standard identity protocols, ADFS Preferred | Fully Compliant | |
| 1.1.12 | Provider will identify minimum bandwidth and latency requirements for acceptable functionality. | Fully Compliant | |
| 1.1.13 | The County will have access to the data through web services. | Fully Compliant | |
| **Printer Support** | | | |
| 1.2.1 | Print to LaserJet formatting specifications (PCL5 or 6) | Fully Compliant | |
| 1.2.2 | Print to network printers through existing network printing services. | Fully Compliant | |
| **Other Requirements** | | | |
| 1.3.1 | Browser-based (browser-agnostic, including mobile devices and Windows 10). (Chrome Preferred) | Fully Compliant | |
| 1.3.2 | Software using a web browser interface must be compatible with World Wide Web Consortium (W3C) standards. Applications may not be dependent on any particular vendor software extensions. (HTML5 Preferred) | Fully Compliant | |
| **Workstation and Device Support** | | | |
| 1.4.1 | The application supports Windows 10 | Fully Compliant | |
| 1.4.2 | The application runs without local administrative privileges (Users are not local machine administrators). | Fully Compliant | |
| 1.4.3 | The application runs without turning off user access control. | Fully Compliant | |
| **20 Questions** | | | **100.00% Complete** |

# END OF EXHIBIT A

# CONTRACT FOR

PROSECUTORbyKarpel®

KARPEL SOLUTIONS

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## 1. SCOPE OF WORK

In addition to document 200125RFP Karpel Solutions does not support nor will convert customized macros, auto-text files or other custom programming items not a part of the ordinary functionality of Microsoft Word®, Microsoft Works® and Corel WordPerfect® from document templates.

Karpel Solutions will provide hosting of PbK subject to the terms and conditions set forth in the HOSTEDbyKarpel Agreement.

## 2. GENERAL CLIENT RESPONSIBILITIES

In order for the project to be completed on time and on budget, Client shall provide at a minimum:

1. Access to client facilities, computers, servers, network infrastructure and software as deemed necessary by the Karpel Solutions project manager during the project.
2. Installation of the Karpel Solutions remote support tool on all desktops executing the PbK application with the assistance of Karpel staff.
3. If data to be converted is not provided, access to client data along existing servers and systems containing data if such data is to be converted and populated by Karpel Solutions into PbK.
4. An authorized contact person to assist in the definition of any project unknowns and authorized to approve the completion of each task.

Failure of Client to provide the above access or assistance may impact the project timeline.

### 2.1 CLIENT VALIDATION

Client is responsible for validating their data during the project (if applicable). Validating data is key to a successful implementation. If issues arise with converted data after go-live Karpel will determine if a fix is possible and an additional fee for this work may be presented for this work.

## 3. INVESTMENT SUMMARY

The stated costs for interfaces include Karpel's development and testing time. There may be an additional cost from the other vendor(s), which is not included within this contract.
This fee does not include additional hardware, Microsoft licenses, or networking services that may be necessary to properly and legally operate PbK. Said expenses are the Client's sole responsibility.

If a scheduled go-live date is changed within 60 days of the set date by the Client, Karpel may require reimbursement of any booked travel, accommodations and time that may be removed from other current client start dates.

Statewide service is a free service provided to all PROSECUTORbyKarpel clients. To activate this service the MOU at Appendix A must be signed separately from the main contract.

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# 4. ANNUAL SUPPORT

### 4.1.1 TECHNICAL SUPPORT FEES

Client understands that technical support fees will be required annually, in order to receive software updates and technical support. The support period shall begin from the date of go-live as part of the initial first year costs. The Client may elect to purchase subsequent annual support, on a yearly basis at a fixed cost, and billed annually as referenced in RFP200125 Legal Case Management System Exhibit B above. The option to purchase annual support is solely at the Client's discretion. The Client's license to use PbK is not dependent upon the Client purchasing annual support; however, if the Client discontinues annual support it will not be provided with updated versions of the software, unless it is purchased. Provided Client's computers, network and systems meet recommended specifications set for by Karpel Solutions and the Client is current with annual support payments then Karpel Solutions shall provide updated versions of their system and/or software as they become available during the terms of the contract.

### 4.1.2 SUPPORT PROVIDED

Karpel Solutions will provide support (e.g. software updates, general program enhancements and technical support) for all software provided, including ongoing unlimited telephone technical support problem determination, and resolution.

### 4.1.3 INCLUDED SUPPORT

Support services include the detection and correction of software errors and the implementation of all PbK program changes, updates and upgrades. Karpel Solutions shall respond to the inquiries regarding the use and functionality of the solution as issues are encountered by Authorized Users. Support to users will be provided through the remote support tool installed on the end user's computer. This tool was installed at the time of go-live allowing Karpel to provide the needed support to meet the service level agreement. If this access is not allowed support will be delayed and the service level agreement (severity levels) are no longer in place.

### 4.1.4 RESPONSE TIMES

Karpel Solutions shall be responsive and timely to technical support calls/inquires made by the Client. The Client will first make support inquires through their qualified system administrators to assure the policies and business practices of the Client are enforced prior to contacting Karpel Solutions. The timeliness of the response is dependent upon the severity of the issue/support problem, as defined below:

*The severity* of the issue/support problem shall determine the* average problem resolution response time *in any calendar month of the contract as follows:*

**If the remote support tool is not installed or available all issues will fall into the general assistance and the severity levels are no longer applicable.*

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Severity Level 1 shall be defined as urgent situations, when the Client's production system is down and the Client is unable to use PbK, Karpel Solutions' technical support staff shall accept the Client's call for assistance at the time the Client places the initial call; however, if such staff is not immediately available, Karpel Solutions shall return the customer's call within one (1) business hour. Karpel Solutions shall resolve Severity Level 1 problems as quickly as possible, which on average should not exceed two (2) business days, unless otherwise authorized in writing by the Client.

Severity Level 2 shall be defined as critical software system component(s) that has significant outages and/or failure precluding its successful operation, and possibly endangering the customer's environment. PbK may operate but is severely restricted. Karpel Solutions' technical support staff shall accept the customer's call for assistance at the time the customer places the initial call; however, if such staff is not immediately available, Karpel Solutions shall return the Client's call within four (4) business hours. Karpel Solutions shall resolve Severity Level 2 problems as quickly as possible, which on average should not exceed three (3) business days, unless otherwise authorized in writing by the customer.

Severity Level 3 shall be defined as a minor problem that exists with PbK but the majority of the functions are still usable and some circumvention may be required to provide service. Karpel Solutions' technical support staff shall accept the Client's call for assistance at the time the customer places the initial call; however, if such staff is not immediately available, Karpel Solutions shall return the Client's call on average no later than the next business day. Karpel Solutions shall resolve Severity Level 3 problems as quickly as possible, which should not exceed the next available release of software, unless otherwise authorized in writing by the Client.

General Assistance: For general software support/helpdesk calls not covered by the above severity level descriptions, Karpel Solutions' technical support staff shall accept the Client's call for assistance at the time the Client places the initial call; however, if such staff is not immediately available, Karpel Solutions shall return the Client's call on average no later than the next business day.

## 5. LICENSE TERMS AND USE

This software, PbK is a proprietary product of Karpel Solutions. It is licensed (not sold) and is licensed to Client for its use only by the terms set forth below.

1. License does not transfer any rights to software source codes, unless Karpel Solutions ceases to do business without transferring its duties under this agreement to another qualified software business. Karpel Solutions will, at client's expense, enter into escrow agreement for the storage of the source codes.

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**Mailing Contact:**

_____

Mailing Address:

_____

_____

_____

**Billing Contact:**

_____

Billing Address:

_____

_____

_____

**Agency Project Manager Contact:**

_____

Phone Number: _____

Email Address: _____

**Project IT Contact:**

_____

Phone Number: _____

Email Address: _____

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# 6. MASTER TERMS AND CONDITIONS

**KARPEL COMPUTER SYSTEMS, INC. (dba "Karpel Solutions"),**
MASTER TERMS AND CONDITIONS

## GENERAL TERMS

1. SOFTWARE ANOMALIES. New commercial software releases or upgrades, or any hardware and/or software owned by or licensed to Client, used in connection with Karpel Solutions services may have anomalies, performance or integration issues unknown to Karpel Solutions which can impact the timely, successful implementation of information systems. Karpel Solutions will inform the client promptly if this occurs and will attempt to analyze, correct and/or work around the anomalies or performance issues on a "best effort" basis. Karpel Solutions is not responsible for any delay or inability to complete its services if such anomalies or performance issues occur. Client is responsible for payment for all of Karpel Solutions' services at the rate stated in the proposal whether or not a successful solution is achieved.

2. SOFTWARE AUDIT. Client agrees to allow Karpel Solutions the right to audit Client's use of PbK and licenses of PbK at any time. Client will cooperate with the audit, including providing access to any books, computers, records or other information that relate to the use of PbK. Such audit will not unreasonably interfere with Client's activities. In the event that an audit reveals unauthorized use, reproduction, distribution, or other exploitation of PbK, Client will reimburse Karpel Solutions for the reasonable cost of the audit, in addition to such other rights and remedies that Karpel Solutions may have. Karpel Solutions will not conduct an audit more than once per year.

## LIMITED WARRANTIES, LIMITATION OF LIABILITY, INDEMNIFICATION

1. INTERNET AND NETWORK. Karpel Solutions makes PbK available to Client through the Internet and/or Client's own network and systems, to the extent commercially reasonable, and subject to outages, communication and data flow failures, interruptions and delays inherent in the Internet and network communications on the Client's own network and systems. Client recognizes that problems with the Internet, including equipment, software and network failures, impairments or congestion, or the configuration of Client's own computer systems and network, may prevent, interrupt or delay Client's access to PbK. Karpel Solutions is not liable for any delays, interruptions, suspensions or unavailability of PbK attributable to problems with the Internet or the configuration of Client's computer systems or network.

2. PASSWORD PROTECTION. Access to PbK is password-protected. Karpel Solutions provides multiple authentication alternatives for access to PbK. KARPEL SOLUTIONS STRONGLY ENCOURAGES THE USE OF STRONG PASSWORD AUTHENTICATION. Karpel Solutions is not responsible for Client's use of the PbK. Only the number of users set forth above may access the Service and Website. Client must inform their users that they are subject to, and must comply with, all of the terms of this Agreement. Client is fully responsible for the activities of Client's employees and authorized agents who access to PbK. Karpel Solutions is not liable for any unauthorized access to PbK and data or

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information contained therein, including without limitation access caused by failure to protect the login and password information of users.

3. SYSTEM REQUIREMENTS. Karpel Solutions provides PbK based upon the system requirements as specified by Karpel Solutions for Client. Karpel Solutions has no liability for any failure of PbK based upon Client's failure to comply with the system requirements of Karpel Solutions.

4. THIRD PARTY SOFTWARE. Karpel Solutions makes no express or implied warranties as to the quality of third party software or as to Karpel Solutions' ability to support such software on an on-going basis.

## KARPEL SOLUTIONS EMPLOYEES

Karpel Solutions has spent substantial sums of money and invested large amounts of time in recruiting, supervising and training Karpel Solutions employees. Client further agrees that it has a unique opportunity to evaluate Karpel Solutions employees' performance, and has the potential to hire Karpel Solutions employees, and further agrees that such hiring away would substantially disrupt the essence of Karpel Solutions' business and ability to provide its services for others, and as such Karpel Solutions cannot agree to such a hiring. The Client acknowledges that Karpel Solutions employees work for Karpel Solutions under a non-competition agreement; therefore, Client agrees it shall not solicit for employment or contract as an independent contractor, or otherwise hire or engage a Karpel Solutions employee during the term of this Agreement or for a period of 2 years after the completion/termination of the project, whichever is longer.

## CONFIDENTIALITY

1. SIMILAR PROGRAMS AND MATERIALS. Provided Karpel Solutions does not violate the provisions of this section regarding confidentiality, the Agreement shall not preclude Karpel Solutions from developing for itself, or for others, programs or materials which are similar to those produced as a result of services provided to Client and will provide to the Client at no additional cost.

## MISCELLANEOUS

1. ELECTRONIC DOCUMENTS. To the extent possible, and under the terms required by Client, Client and Karpel Solutions may communicate by electronic means, including but not limited to facsimile documents. Both parties agree that: a signature or an identification code ("USERID") contained in an electronic document is legally sufficient to verify the sender's identity and the document's authenticity; an electronic document that contains a signature or USERID is a signed writing; and that an electronic document, or any computer printout of it, is an original when maintained in the normal course of business.

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# *Appendix A*

## MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN PINAL COUNTY AND KARPEL SOLUTIONS FOR PARTICIPATION IN STATEWIDE DATA SHARING

**Parties:**

1. The parties to this MOU are Karpel Solutions and Prosecution Offices that are willing to contribute potentially Confidential, Personally Identifiable, Criminal Justice Information to a Statewide Search system for purposes of information sharing with other Prosecution Offices.

2. The parties agree that maximum participation by all Prosecution Offices will strengthen the purposes of this MOU. Accordingly, the parties anticipate and desire that other eligible offices will join this MOU from time to time in the future. A joining agency shall also be considered a party and shall have the same rights, privileges, obligations, and responsibilities as the original parties.

## Authority

Each participating Office warrants that it has the legal authority to enter into this MOU and share Confidential Information, Personally Identifiable Information and Criminal Justice Information with each other and with Karpel Solutions for the sole purpose under this MOU for the delivery of a Statewide Search function.

## Definitions

**Confidential Information** - Means information of either Karpel Solutions or Contributing Party which is disclosed under this MOU in oral, written, graphic, machine recognizable, electronic, sample or any other visually perceptible form by one office to the other, and which is considered to be proprietary, sensitive, or trade secret by the disclosing party. Confidential Information of Karpel Solutions expressly includes HOSTEDbyKarpel, PROSECUTORbyKarpel, and Statewide Search. The Confidential Information of Contributing Party includes, subject to the limitation below, Personally Identifiable Information and Criminal Justice Information. Confidential Information for purposes of this MOU does not include information with access restricted to certain users or teams within PROSECUTORbyKarpel by the Contributing Party.

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**Contributing Party** - A Prosecuting Attorney's Office that is a party to this MOU.

**Criminal Justice Information** - Any information collected and retained by each Contributing Party within PROSECUTORbyKarpel pel and securely cached on HOSTEDbyKarpel for use by Statewide Search. Criminal Justice Information shall be considered Confidential Information. Criminal Justice Information includes limited information regarding defendants, co-defendants, court dates, charges, cases, and law enforcement referrals.

**HOSTEDbyKarpel** - Application and database delivery platform and website used by PROSECUTORbyKarpel to securely cache Confidential Information, Personally Identifiable Information, and Criminal Justice Information delivered through the Statewide Search function.

**Information** - Includes Confidential Information, Personally Identifiable Information and Criminal Justice Information.

**Personally Identifiable Information** - Means any information that may be used to identify specific persons or individuals, which is collected by each Contributing Party for use in conjunction with the use of PROSECUTORbyKarpel and Statewide Search on HOSTEDbyKarpel. Personally Identifiable Information shall be considered Confidential Information. Personally Identifiable Information includes pedigree information used to identify specific persons or individuals and may include but is not limited to date of birth, social security numbers, addresses, and alias names.

**PROSECUTORbyKarpel** - Means the PROSECUTORbyKarpel criminal case management system and specifically each Contributing Party's licensed copy of PROSECUTORbyKarpel.

**Statewide Search** - Functionality contained in PROSECUTORbyKarpel that allows each Contributing Party to query or search defendant information, co-defendant information, court dates charge and case information of other Contributing Parties.

## Purpose

The Contributing Parties and Karpel Solutions agree that criminal history and case information currently available through other law enforcement and public portals is inadequate and sometimes incomplete.

The Contributing Parties and Karpel Solutions agree that the sharing of information between each Contributing Party will benefit criminal justice statewide as it will allow for better charging, filing and case disposition decisions.

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The purpose of this Memorandum of Understanding (MOU) is to establish permissions and guidelines for the use of Personally Identifiable Information, Confidential Information, and Criminal Justice

Information data the parties agree to share between each other and Karpel Solutions in connection with the Statewide Search function inside PROSECUTORbyKarpel that is housed in a secure database on HOSTEDbyKarpel.

In addition to the permissions and guidelines the purpose of the Statewide Search function is multifold:

1. Defendant information - Provide a mechanism for each Contributing Party to search and view basic defendant pedigree information that is contained in each Contributing Party's installation of PROSECUTORbyKarpel and that is cached in a secure database on HOSTEDbyKarpel accessible only from inside PROSECUTORbyKarpel.

2. Charge and Case information - Provide a mechanism for each Contributing Party to search and view defendant charge, referral and basic case information contained in each Contributing Party's installation of PROSECUTORbyKarpel and that is cached in a secure database on HOSTEDbyKarpel that is accessible only from inside PROSECUTORbyKarpel.

   Co-Defendant information - Provide a mechanism for each Contributing Party to search and view co-defendant information and associations that are contained in each Contributing Party's installation of PROSECUTORbyKarpel and that is cached in a secure database on HOSTEDbyKarpel that is accessible only from inside PROSECUTORbyKarpel.

3. Court Dates - provide a mechanism for each Contributing Party to search and view court date information for cases that are contained in each Contributing Party's installation of PROSECUTORbyKarpel and that is cached in a secure database on HOSTEDbyKarpel that is accessible only from inside PROSECUTORbyKarpel.

**Ownership, Entry and Maintenance of Information**

1. Each Contributing Party retains sole ownership of, exclusive control over, and sole responsibility over all the information it contributes through Statewide Search including Confidential Information, Personally Identifiable Information and Criminal Justice

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Information, and may at any time update, correct or delete any information contained in PROSECUTORbyKarpel. Any changes made to Information in PROSECUTORbyKarpel by the Contributing Party will be reflected in the Information shared through Statewide Search. Information shared through Statewide Search cannot be altered by the Contributing Party independent of PROSECUTORbyKarpel. All entries into Statewide Search are clearly delineated to identify the jurisdiction or Contributing Party.

2. Each Contributing Party has the sole responsibility and accountability for ensuring the information it enters into PROSECUTORbyKarpel and subsequently shared through Statewide Search was not obtained in violation of any federal, state, local or tribal law applicable to the Contributing Party.

3. Each Contributing Party has the sole responsibility and accountability for ensuring compliance with all applicable laws, regulations, policies and procedures applicable to the party's entry of information in PROSECUTORbyKarpel that is subsequently shared through Statewide Search and cached by Karpel Solutions on HOSTEDbyKarpel.

4. As information entered into PROSECUTORbyKarpel and subsequently shared through Statewide Search is separately maintained by each Contributing Party in their separate installation of PROSECUTORbyKarpel, and for which each Contributing Party is solely responsible and
accountable. Information is not alterable or changeable on in the Statewide Search database in any way by any other Contributing Party.

5. Statewide Search is only populated with loaned information derived from each Contributing Party and is not intended to be an official repository of original records, or to be used as a substitute for one, nor is the information contained in Statewide Search accorded any independent record status. Statewide Search is merely an application to facilitate the sharing of copies of the information outlined above that is contributed from already existing records contained in each Contributing Party's installation of PROSECUTORbyKarpel.

6. Each Contributing Party agrees to treat information shared through Statewide Search, including Confidential Information, Personally Identifiable Information, and Criminal Justice Information as confidential to the extent as authorized by law, including the Freedom of Information Act, 5.U.S.C. § 552, the Privacy Act, 5 U.S.C. § 552a, and STATE SUNSHINE LAWS.

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**Access to and Use of Information**

1. Each Contributing Party will contribute Confidential Information, Personally Identifiable Information, and Criminal Justice Information automatically through PROSECUTORbyKarpel. Each Contributing party agrees and permits other Contributing Parties to access and use through the Statewide Search function such Confidential Information, Personally Identifiable Information, and Criminal Justice Information.

2. Each Contributing Party will have access via PROSECUTORbyKarpel through the Statewide Search function to Information securely cached on HOSTEDbyKarpel for use by Statewide Search.

3. Each Contributing Party agrees and understands that cases, persons, and other Information that is given an authorization level by each Contributing Party within PROSECUTORbyKarpel is not subject to dissemination to other Contributing Parties through Statewide Search. Such cases, persons and Information that are assigned specific users or teams (authorizations) through PROSECUTORbyKarpel authorization levels are excluded in Statewide Search results.

4. Prosecution Offices that are not Contributing Parties are not eligible to use Statewide Search function through PROSECUTORbyKarpel and will not have direct access to Statewide Search within PROSECUTORbyKarpel.

5. Each Contributing Party is responsible for providing Internet connectivity to use Statewide Search.

6. Karpel Solutions is responsible for securely caching Information for use by the Statewide Search function. Karpel Solutions houses Information within a secured datacenter that is CJIS compliant and SAS70 audited. Multiple levels of security are in place to access the physical systems along with multiple levels of authentication. All systems are backed up and a copy of those backups is kept in two different locations. Additionally, an outside third-party security audit is performed annually, testing both the network and application layers.

7. Karpel Solutions is responsible for providing a secure method of delivery of the Information that is requested through Statewide Search. Karpel Solutions accomplishes this by providing the information in an encrypted stream through SSL (Secure Sockets

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Layer) that is only accessible by Contributing Parties with the necessary GUID (Globally Unique Identifier) to access such Information.

8. Each Contributing Party has the sole responsibility and accountability for ensuring that the use of the Statewide Search function conforms with laws, regulations, policies and procedures applicable to the Contributing Party.

9. All Contributing Parties and Karpel Solutions agree that any information that is accessed through Statewide Search may only be disseminated only in the furtherance of a legitimate law enforcement investigation or criminal prosecution.

10. Karpel Solutions is allowed to use Statewide Search for demonstration purposes showing only fictitious Information.

## Effective Date, Duration, Modification and Termination

1. As among the Contributing Parties and Karpel Solutions, this MOU shall become effective when authorized representatives of each Contributing Party signs it.

2. This MOU shall remain in force for each Contributing Party as long as they continue to use PROSECUTORbyKarpel.

3. This MOU may be modified or altered upon the mutual written consent of the duly authorized representatives of each Contributing Party and Karpel Solutions. However, Karpel Solutions and the Contributing Parties may modify, address and resolve technical and operational details with regards to the functionality of Statewide Search and PROSECUTORbyKarpel that relate to this MOU provided that such does not conflict with this MOU.

4. This MOU may be terminated at any time by the mutual written agreement of the authorized representatives of all the parties. A duly authorized representative of a Contributing Party may also terminate participation in the MOU upon thirty (30) day written notice to all other parties. Karpel Solutions may terminate the provision of Statewide Search to the Contributing Parties upon thirty (30) day written notice to all the Contributing Parties. A Contributing Party's participation may also be terminated involuntarily if not in compliance with the terms of this MOU.

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5. Upon termination of this MOU, Karpel Solutions agrees to return or destroy all data that is cached on HOSTEDbyKarpel for use by the Statewide Search function.

**SO AGREED,** the parties below have executed this MOU by the signatures of the authorized representative of the Contributing Party on the dates indicated below.

| **Pinal County** | **Karpel Solutions** |
|---|---|
| Signature | Signature |
| Lori Pruitt<br>Printed Name | Matt Ziemianski<br>Printed Name |
| Interim Finance Director<br>Title | CEO<br>Title |
| 10/8/2020<br>Date | 9/18/2020<br>Date |

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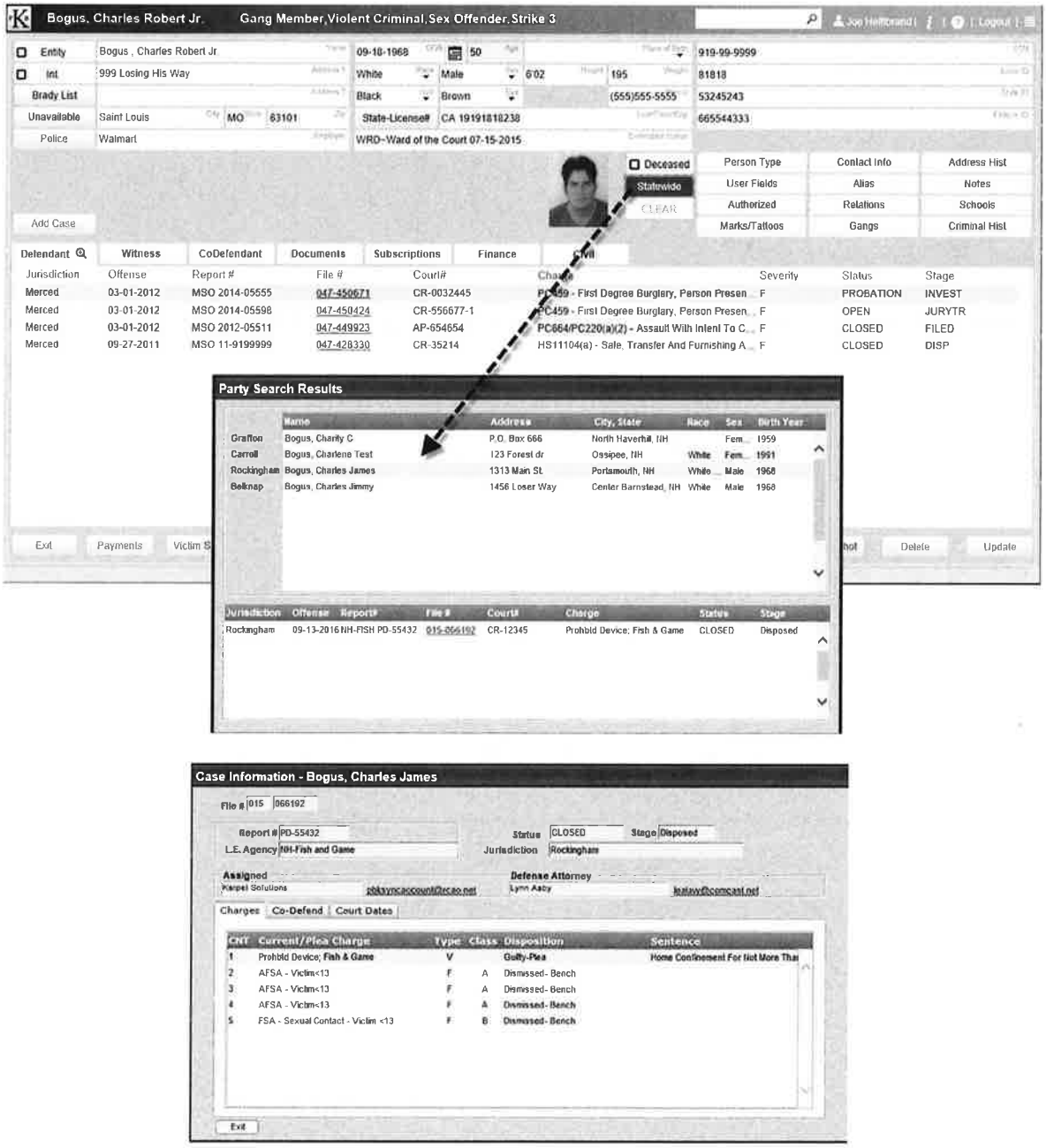
## Statewide Data Sharing Portal Details

When PROSECUTORbyKarpel recognizes identical Persons in the Statewide Data Sharing Portal, the Statewide button will automatically turn blue. Selecting the Statewide button will show the data in the portal as seen below.

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# HOSTEDbyKarpel
# AGREEMENT FOR

HOSTEDbyKarpel®

**1. DEFINITIONS**

a. "Confidential Information" means information of either Karpel Solutions or Client which is disclosed under this Agreement in oral, written, graphic, machine recognizable, electronic, sample or any other visually perceptible form by one of us to the other, and which is considered to be proprietary or trade secret by the disclosing party. Confidential Information of Karpel Solutions expressly includes, without limitation, the Software and Documentation. The Confidential Information of Client includes, without limitation, Personally Identifiable Information and Client Content. Confidential Information shall not include information which the party receiving the information can document: (i) was in the possession of or known by it without an obligation of confidentiality prior to receipt of the information, (ii) is or becomes general public knowledge through no act or fault of the party receiving the information, (iii) is or becomes lawfully available to the receiving party from a third party without an obligation of confidentiality, or (iv) is independently developed by the receiving party without the use of any Confidential Information.

b. "Client Content" means all data, information, documents, and file Client uploads or inputs into PbK on the Service through the website, including, without limitation, Personally Identifiable Information.

c. "Enhancements" means any specific configurations or customizations to the Software, which Client may request and Karpel Solutions agrees in writing to provide.

d. "Documentation" means any operating instructions, specifications and other documentation related to the operation, description and function of PbK, the Service or Website provided by Karpel Solutions whether supplied in paper or electronic form.

e. "Intellectual Property" means any patents, patent applications, copyrights, mask works, trademarks, service marks, trade names, domain names, inventions, improvements (whether patentable or not), trade secrets, Confidential Information, moral rights, and any other intellectual property rights.

f. "Hosted" or "Hosting" means the act of providing service and access to Client Content by the Internet.

g. "Personally Identifiable Information" means any information that may be used to identify specific persons or individuals, which is collected by either Karpel Solutions or Client for use in conjunction with the use of PbK or DbK on HOSTEDbyKarpel. Personally Identifiable Information shall be considered Confidential Information.

h. "PbK" means the PROSECUTORbyKarpel criminal case management system and specifically the Client's licensed copy of PROSECUTORbyKarpel

i. "DbK" means the DEFENDERbyKarpel public defender case management system and specifically the Client's licensed copy of DEFENDERbyKarpel.

j. "Service" means the HOSTEDbyKarpel hosting platform provided by Karpel Solutions which allows internet-based hosting of the Client's licensed copy of PbK through the Website.

k. "Service Level Requirements" means the technical service levels Karpel Solutions shall meet for Services as set forth below in the Service Level Commitments for the delivery of the Services.

l. "Software" means the Client's licensed copy of the PbK application, and includes any and all updates, enhancements, underlying technology or content, law enforcement transfer interfaces, other Enhancements and any Documentation as may be provided the Client by Karpel Solutions.

m. "Website" means the content and functionality currently located at the domain www.hostedbykarpel.com on the internet, or any successor or related domain that provides access to the Software and Service

**2. FEES AND TERMS**

a. INTEREST AND LATE FEES. Past due accounts will be charged interest on a monthly basis, calculated at one and one-half percent (1.5%) per month of the unpaid balance or the maximum rate allowable by law.

**3. SERVICE LEVEL COMMITMENT**

a. UPTIME. Karpel Solutions is committed to providing the Software, Website and Service in a consistent and reliable manner. Karpel Solutions will provide the Software, Website and Service to Client with a stated minimum uptime of 99.5% to Client.

b. SCHEDULED MAINTENANCE. Karpel Solutions periodically performs scheduled maintenance including but not limited to outline, preventative or emergency maintenance of the Software, Website, and/or Service. Client understands that schedule maintenance may affect availability of the Service, Website, and/or Software. If schedule maintenance is to be performed Karpel Solutions will provide notice to Client three (3) days prior to the scheduled maintenance. Karpel Solutions will make every effort to schedule maintenance outside of normal business hours of the client between the hours of ten (10) p.m. and five (5) a.m. Central Standard Time.

c. DATA RETENTION AND BACKUPS. As a part of the Service and Website, Karpel Solutions will maintain under this Agreement consistent, regular and validated backup both onsite and offsite of the Client Content, Confidential Information and Software. Backups occur and will be maintained pursuant to Karpel Solutions internal backup policies. Upon written request, Karpel Solutions will make available to Client a copy of Karpel Solutions' current backup policies and procedures.

d. AUDITS AND SECURITY. Karpel Solutions is committed to maintaining the security of Client Content, Confidential Information, and Software on Karpel Solutions' Service and Website. Karpel Solutions will maintain the Software, Website and Service in a secure manner subject to the Customer Obligations outlined below. Karpel Solutions will perform annual security audits of the Website and Service to ensure the integrity and security of the Website and

Service. Results of the Audits and Security Policy for Karpel Solutions will be made available to Client upon written request.

e. DATA TRANSMISSION. Karpel Solutions ensures that all data transmitted to and from the Service and Website is transmitted at a minimum level of 128-bit SSL encryption using digital certificates issued by an internationally-recognized domain registrar and certificate authority.

f. DATA LOCATION. Karpel Solutions will maintain the Service, Software, Client Content and Confidential Information of Client in a SAS 70/SSAE 16 certified data facility.

**4. CUSTOMER OBLIGATIONS**

a. PASSWORD PROTECTION. Access to the Software through the Service and Website is password-protected. Karpel Solutions provides multiple authentication alternatives for access to the Website and Software. KARPEL SOLUTIONS STRONGLY ENCOURAGES THE USE OF STRONG PASSWORD AUTHENTICATION. Karpel Solutions is not responsible for Client's use of the Service, Website or Software. Only the number of users set forth above may access the Service and Website. Client must inform their users that they are subject to, and must comply with, all of the terms of this Agreement. Client is fully responsible for the activities of Client's employees and authorized agents who access the Service and Website. Karpel Solutions is not liable for any unauthorized access to the Service and Website, including without limitation access caused by failure to protect the login and password information of users.

b. SUSPENSION. Karpel Solutions reserves the right to immediately suspend access to Software without notice and at any time that Karpel Solutions suspects or has reason to suspect a security, data breach or if suspension is necessary to protect its rights, Client's rights or the rights of a third party. Karpel Solutions will immediately contact Client upon suspension of the Service and Website.

**5. WARRANTY**

a. LIMITED WARRANTY. Karpel Solutions warrants it will provide the Services and Website in a professional manner by qualified personnel. Karpel Solutions warrants it has the requisite power and authority to enter into and perform its obligations under this Agreement. Karpel Solutions warrants that the performance by Karpel Solutions of any services described in the Agreement shall be in compliance with all applicable laws, rules and regulations. Karpel Solutions warrants it will provide access to and use of the Software, Service and Website in material accordance with the Service Level Commitment outlined above. No representations or warranties as to the use, functionality or operation of the Website, Software, or Service are made by Karpel Solutions other than as expressly stated in this Agreement.

**6. INDEMNIFICATION**

a. Karpel Solutions' aggregate liability and obligation under this Section will be will not exceed the fees Client has paid to Karpel Solutions under this Agreement in the previous twelve (12) months. The foregoing remedies constitute Client's sole and exclusive remedies, and Karpel Solutions' entire liability and obligation, with respect to any suit or claim for infringement or misappropriation of third-party Intellectual Property or other right by the license and/or use of the Software.

# Exhibit B, Pricing

## Contract Pricing

### Itemized and Total Cost

| Software Products/Licensing | Qty. | Price | Discount | Total |
|---|---|---|---|---|
| PROSECUTORbyKarpel | 377 | $2,250 | ($169,650) | $678,600 |
| **Total Software** | | | | **$678,600** |

| Installation Services | Qty. | Price | | Total |
|---|---|---|---|---|
| PROSECUTORbyKarpel Installation and Configuration | 1 | $1,000 | | $1,000 |
| **Total Installation Services** | | | | **$1,000** |

| Professional Services | Qty. | Price | | Total |
|---|---|---|---|---|
| Project Management | | No Additional Cost | | |
| Pre-Implementation Services (days, onsite) | 4 | $3,600 | 3 resources | $14,400 |
| Data Conversion: CAMMS (Criminal and Victim/Witness) | 1 | $50,000 | | $50,000 |
| Data Conversion: Civil (Worldox / LawBase) | 1 | $25,000 | | $25,000 |
| Data Conversion: eDiscovery System | 1 | $10,000 | | $10,000 |
| Mock Go-Live and System Administrator Training (30 days prior to go-live, days) | 3 | $3,600 | 3 resources | $10,800 |
| Document Template Setup, Training and Conversion of Up To 300 Document Templates | 1 | $7,500 | | $7,500 |
| **Total Professional Services** | | | | **$117,700** |

| Onsite Training Services | Qty. | Price | | Total |
|---|---|---|---|---|
| Pre-Go-Live Review and Training (days) | 5 | $4,800 | 4 resources | $24,000 |
| On Site Training (days) | 5 | $7,200 | 6 resources | $36,000 |
| Post Go-Live Support and Training | 5 | $4,800 | 4 resources | $24,000 |
| **Total Onsite Training Services** | | | | **$84,000** |

| Customization Services | Qty. | Price | Discount | Total |
|---|---|---|---|---|
| Interface: IDSDW | 1 | $10,000 | | $10,000 |
| Interface: JOLTSaz2CAMMS | 1 | $10,000 | | $10,000 |
| Interface: Booking Feed Photo | 1 | $10,000 | | $10,000 |
| Interface: Grand Jury Feed (Inbound) | 1 | $10,000 | | $10,000 |
| Interface: Grand Jury Feed (Outbound) | 1 | $10,000 | | $10,000 |
| Interface: PCAO_PCCJC_LongForm_DocFeed | 1 | $10,000 | | $10,000 |
| Interface: Victim Information | 1 | $10,000 | | $10,000 |
| Interface: Justice Court Grand Jury Feed | 1 | $10,000 | | $10,000 |
| Interface: Superior Court Juvenile Feed | 1 | $10,000 | | $10,000 |
| Interface: ADRS XML | 1 | $10,000 | ($10,000) | $0 |
| **Total Customization Services** | | | | **$90,000** |

| **Total One-Time Costs** | **$971,300** |
|---|---|

| Annual Support Services | Qty. | Price | Total |
|---|---|---|---|
| PROSECUTORbyKarpel | 377 | $450 | $169,650 |
| Unlimited eDiscovery | 1 | $28,275 | $28,275 |
| Interface Annual Support | 10 | $2,000 | $20,000 |
| Additional Storage - 100TB | 1 | $32,000 | $32,000 |
| Hosted Services (per user/year) | 377 | $100 | $37,700 |
| **Total Annual Support Services** | | | **$287,625** |

| | |
|---|---|
| **Estimated Travel Expenses** | **$39,100** |

| | |
|---|---|
| **Total First Year Cost** | **$1,298,025** |

| Optional Items | Price |
|---|---|
| Interface: Law Enforcement RMS (per agency) | $10,000 |
| Interface: Court | $10,000 |
| *Interface Annual Support (per interface)* | *$2,000* |
| External Agency Portal (Limited Case Data View, Digital File Attachment, eSubpoena, eReferral) | $50,000 |
| *External Agency Portal Annual Support* | *$10,000* |
| Custom Reports (per report) | $1,000 |
| Client Support Tool, Scanning Tool and System Compatibility Check (per computer) | $50 |
| Document Template Conversion After 300 Documents (per document) | $25 |
| Additional Storage After Included 2TB (per terabyte, per year) | $1,000 |
| Additional Storage After Included 2TB (per 100 terabytes, per year) | $32,000 |

**PLEASE NOTE:** The cost of interfaces represents interface development and deployment from Karpel Solutions. There may be a cost from the other vendor that is not reflected here. Please check with the other vendor for details.

The cost of data conversion assumes data is provided in an acceptable format. Please check with your current vendor to determine if they will charge you for extracting your data.

This proposal is offered as an all-inclusive solution and, unless noted otherwise, pricing is based on acceptance of both services and licenses. Any changes to this solution may result in additional costs.

**END OF EXHIBIT B**

## Exhibit C

## County's Scope of Project

In addition to all of the services included in Exhibit A, Contractor will provide County with PROSECUTORbyKARPEL® & HOSTEDbyKarpel® (the "System"), as follows.

1. The System will:

    1.1. Allow County users the ability to view PCAO-defined case and name data; create permission-based access for sensitive data; allow pro se litigants and attorneys to e-file cases and documents, downloading discovery; and allow case participants to make payments online.

    1.2. Possess document automation functionality that, using document templates, automatically generates multi-page documents, charging packets, subpoenas, batch documents, warrants, simple letters, required reports, and other frequently used documents. These documents will be automatically populated with the County's stored information.

    1.3. Use Business Rule functionality to automatically generate and print any documents and forms at a scheduled time or initiated by a specific event (e.g. triggered by calendar entries, case status changes, etc.).

    1.4. Use Business Rule functionality to automate much of the workflow, allowing case statuses, events, reports, and notifications to be linked to and triggered by each other and timed or scheduled events.

    1.5. Possess the ability to create an unlimited number of fields, create screens and data views based on users and groups, embed external programs, define code tables, create custom graphical dashboards, and add an unlimited number of case types.

    1.6. Possess reporting tools and capabilities.

    1.7. Allow for customization as needed or required.

    1.8. Provide unlimited hosting for eDiscovery Service.

2. Contractor will:

    2.1. Provide licensing for the System and External Agency Portal with unlimited External Agency Portal users as defined by PCAO for a cloud-based solution.

    2.2. Provide annual hosting services for 377 users; a minimum of 110 TB of storage; and a test environment to account for Video, Audio, Pictures, and other current case-related artifacts. Estimated annual storage growth is approximately 10 TB a year.

    2.3. Provide maintenance and support for the System as required and identified by County. Maintenance and support information will be submitted by Contractor to County for review.

    2.4. Convert and import data and other case-related artifacts from County's current legal case management system ("CAMMS"), document repository ("OnBase"), and eDiscovery. Conversion will include:

2.4.1. Transfer of data from CAMMS to the System.

2.4.2. Transfer of all case related artifacts (documents, video, audio, etc.) in OnBase tied to CAMMS.

2.4.3. Conversion of data and historical records from the current in-house developed eDiscovery disclosure system.

2.4.4. Conversion and implementation of all necessary document templates needed for PCAO business processes. PCAO currently possesses a total of 515 templates, and an analysis will need to be conducted to ascertain the total that must be implemented in the System.

2.5. Identify and implement all necessary interfaces in use by CAMMS that provide data feeds for internal automation, and provide output to outside agencies matching the required specifications for those agencies. CAMMS currently possesses 14 interfaces that must be reviewed.

2.6. Provide onsite training for a total of 15 days with multiple resources for go-live support. Training to include System Administrator training and user training for mock go-live Admin training days, pre-live training days, go-live training days, and post-live training days.

3. County may also replace the PCAO Civil Division's case management and document management systems (LawBase and Worldox respectively) with the System after further discussions between the parties about the Civil Division's needs and the System's functionality. If County opts to replace LawBase and Worldox, the parties will amend this Scope of Project to include the requirements for that replacement process.

4. The System must be in place on or before the County's anticipated go-live date of December 2022.

**END OF EXHIBIT C**

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# Exhibit D

## CONTRACT FOR

PROSECUTORbyKarpel® & HOSTEDbyKarpel®

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MEMORANDUM OF UNDERSTANDING (MOU)....23

This agreement between Karpel Computer Systems Inc., a Missouri corporation, doing business as Karpel Solutions (hereinafter referred to as "Contractor") and Pima County, a political subdivision of the Arizona (hereinafter referred to as "County") is for the purposes of reviewing this proposal and to enter into this contract including the Master Terms and Conditions set forth below wherein Contractor agrees to sell licenses for its copyrighted software program known as PROSECUTORbyKarpel® (hereinafter referred to as "PbK").

## 1. DEFINITIONS

a. "Confidential Information" means information of either Contractor or County which is disclosed under this Agreement in oral, written, graphic, machine recognizable, electronic, sample or any other visually perceptible form by one of us to the other, and which is considered to be proprietary or trade secret by the disclosing party. Confidential Information of Contractor expressly includes, without limitation, the Software and Documentation. The Confidential Information of County includes, without limitation, Personally Identifiable Information and County Content. Confidential Information shall not include information which the party receiving the information can document: (i) was in the possession of or known by it without an obligation of confidentiality prior to receipt of the information, (ii) is or becomes general public knowledge through no act or fault of the party receiving the information, (iii) is or becomes lawfully available to the receiving party from a third party without an obligation of confidentiality, or (iv) is independently developed by the receiving party without the use of any Confidential Information.

b. "County Content" means all data, information, documents, and files County uploads or inputs into PbK on the Service through the website, including, without limitation, Personally Identifiable Information.

c. "Enhancements" means any specific configurations or customizations to the Software, which County may request and Contractor agrees in writing to provide.

d. "Documentation" means any operating instructions, specifications and other documentation related to the operation, description and function of PbK, the Service or Website provided by Contractor whether supplied in paper or electronic form.

e. "Intellectual Property" means any patents, patent applications, copyrights, mask works, trademarks, service marks, trade names, domain names, inventions, improvements (whether patentable or not), trade secrets, Confidential Information, moral rights, and any other intellectual property rights.

f. "Hosted" or "Hosting" means the act of providing service and access to County Content by the Internet.

g. "Personally Identifiable Information" means any information that may be used to identify specific persons or individuals, which is collected by either Contractor or County for use in conjunction with the use of PbK on HOSTEDbyKarpel. Personally Identifiable Information shall be considered Confidential Information.

h. “PbK” means the PROSECUTORbyKarpel criminal case management system and specifically the County’s licensed copy of PROSECUTORbyKarpel

i. “Service” means the HOSTEDbyKarpel hosting platform provided by Contractor which allows internet-based hosting of the County’s licensed copy of PbK through the Website.

j. “Service Level Requirements” means the technical service levels Contractor shall meet for Services as set forth below in the Service Level Commitments for the delivery of the Services.

k. “Software” means the County’s licensed copy of the PbK application, and includes any and all updates, enhancements, underlying technology or content, law enforcement transfer interfaces, other Enhancements and any Documentation as may be provided the County by Contractor.

l. “Website” means the content and functionality currently located at the domain www.hostedbykarpel.com on the internet, or any successor or related domain that provides access to the Software and Service.

## 2. SCOPE OF WORK

In addition to the services in Exhibit A and the specific Scope of Project in Exhibit C, the following Scope of Work represents the services required to reach the proposed solution and a successful project. Contractor will perform all work in accordance with the descriptions, scopes and specifications in Exhibit C and hereafter described.

**PROSECUTORbyKarpel Implementation Timeline**

| **Deadline** | | **Approximate Days Out** |
|---|---|---|
| | Final Contract signed. Project Pre-Implementation Meeting scheduled. Server Connection Credentials to the Agency Server are given to Karpel to begin the data extraction (if applicable). The agency project manager will notify local IT support for remote access credentials and coordinate with local agency IT to provide Karpel with legacy data if a remote extraction is not possible.<br><br>**Assigned Resources: Karpel project manager. Customer project manager**. | 273 |
| | Server & PC assessment completed and any necessary hardware or software ordered to meet PbK Installation Prerequisites.<br><br>**Assigned Resources: Customer project manager and IT personnel**. | 266 |

| | | |
|---|---|---|
| | Multi-Day On-Site pre-implementation meeting with project manager and System Administrators. Project Team is selected including Karpel Staff and Customer System Administrators. (One Customer System Administrator must be a Policy Setting Attorney). This meeting will begin with application overview, legacy data application analysis, enhancement definitions, reports and interface definitions. PbK Pre-load configuration is explained and initial Document Templates are received. Workflow pre-configuration is conducted. Review of timeline to meet scheduled "go live" date.<br><br>**Assigned Resources: Karpel project managers. Customer project manager, system administrator(s)**. | 266 |
| | Teleconference status meeting with Karpel and agency project manager will occur to review progress on hardware/software assessments, finalize pre-implementation meeting timeline agreement.<br><br>**Assigned Resources: Karpel project managers, Customer project manager, system administrator(s)**. | 259 |
| | 1st Data Conversion Webinar is reviewed on Karpel servers along with the PbK Pre-load worksheets. Agency Document Templates are received. Data validation spreadsheets will be explained and data validation will begin. System Administrator training begins. Workflow pre-configuration is conducted. System enhancements are completed and demonstrated. Interfaces are reviewed and analyzed to define testing procedures. (*at this point, data conversions will be repeated as many times as deemed as necessary over the next 147 days to correct data conversion anomalies reported in the data validation spreadsheets.) Review of timeline to meet scheduled "go live" date.<br><br>**Assigned Resources: Karpel project managers, Karpel data migration specialist. Customer project manager, system administrators, selected data validation users.** | 217 |
| | Teleconference status meeting with Karpel and agency project manager will occur to review progress and answer additional questions regarding pre-load spreadsheet. Review of timeline to meet scheduled "go live" date.<br><br>**Assigned Resources: Karpel project managers, Customer project manager/ system administrator(s)**. | 210 |
| | Installation of SQL and PbK on the hosted site by Karpel will begin. Karpel Support installation and application testing on each workstation should begin at this time. Karpel Solutions or local IT support will schedule workstation application testing and follow Karpel testing procedures to thoroughly test browser functionality, document generation, Outlook Calendaring and email on each workstation.<br><br>**Assigned Resources: Karpel project manager, 2 Karpel technicians. Customer project manager and IT personnel**. | 100 |

| | | |
|---|---|---|
| | Teleconference status meeting with Karpel and agency project manager will occur to discuss pre-load completion and workstation application installation and testing.<br><br>**Assigned Resources: Karpel project managers. Customer project manager/ system administrator(s)**. | 90 |
| | The agency project manager will provide Karpel with any additional Legacy Data, additional Legacy Documents and a fully complete PbK Pre-Load Spreadsheet and completed data validation spreadsheets from the first data conversion. The agency project manager will notify agency IT support to coordinate the legacy data upload for final conversion with Karpel.<br><br>**Assigned Resources: Karpel project manager, Karpel data migration specialist. Customer project manager and IT personnel**. | 90 |
| | Training Schedule is completed with assignment of all office staff to specific training sessions. The Policy Setting Attorney must attend the initial Configuration, Case Initiation and Event Entry sessions at a minimum. Training room and equipment are verified. Review of timeline to meet scheduled "go live" date.<br><br>**Assigned Resources: Karpel project manager. Customer project manager/system administrator(s)**. | 90 |
| | Mock-Go Live Data Conversion Review Webinar - Karpel will install the preliminary data conversion on the Agency's pre-production site for this Webinar including completed Document templates and Event Entry Configuration. Agency will begin validating the accuracy of Defendants, Co-Defendants, Cases, Court Dates, Events, Dispositions, and Financials. Application testing will begin. Agency project manager will report all inaccuracies to Karpel. All Custom Enhancements are tested and verified. Begin testing of all application interfaces.<br><br>**Assigned Resources: Karpel project managers, Karpel data migration specialist. Customer project manager, system administrator(s), selected data validation users.** | 63 |
| | Teleconference status meeting with Karpel and agency project manager to review current data validations and acceptance testing. Review of timeline to meet scheduled "go live" date.<br><br>**Assigned Resources: Karpel project managers. Customer project manager/system administrator(s)**. | 56 |
| | Online document template conversion review- Customer will review converted templates for accuracy and report any inaccuracies to Karpel over the next two weeks.<br><br>**Assigned Resources: Karpel project manager, document conversion speciaist. Customer project manager/system administrator(s), selected data validation users.** | 45 |

| | | |
|---|---|---|
| | 3-day On-site Mock-Go Live Data Conversion Review and Final system walkthrough- Karpel will perform a final system, document, data and application walkthrough with agency. Karpel will perform formal training of the system administrators. Karpel will install the second data conversion on the Agency's pre-production site. Agency will continue validating the accuracy of data. Agency project manager will report all inaccuracies to Karpel. Application and interface testing is finalized.<br><br>**Assigned Resources: Karpel project manager,trainer. Customer project manager,system administrator(s), selected data validation users.** | 30 |
| | Complete installation and testing of all workstations by Karpel Solutions or local IT support.<br><br>**Assigned Resouces: Karpel project manager. Customer IT personnel.** | 15 |
| | Final teleconference status meeting with Karpel and agency project manager to verify final data accuracy and training area is prepared for scheduled training.<br><br>**Assigned Resources: Karpel project manager. Customer project manager, system administrator(s).** | 7 |
| | Karpel trainers arrive at the Training Room. Final Configuration of PbK is performed with all System Administrators present. User Training begins with several groups of users. | 5 |
| | Final Legacy Data received by Karpel.<br><br>**Assigned Resources: Karpel project manager, data migration specialist. Customer project manager, IT personnel.** | 3 |
| **August 29, 2022** | Final Data Conversion is loaded. User training continues. Customer begins using PbK in a live state. | **Go Live** |

This schedule will be modified as mutually agreed upon by County and Contractor.

Document conversion will also consists of Contractor converting existing Microsoft Word®, Microsoft Works® and Corel WordPerfect® documents provided by County up to the time of training as outlined in the Project Timeline listed above into a format that can be utilized by PbK on a best effort basis. Contractor does not support nor will convert customized macros, auto-text files or other custom programming items not a part of the ordinary functionality of Microsoft Word®, Microsoft Works® and Corel WordPerfect®

Contractor will provide hosting of PbK subject to the terms and conditions herein.

## 3. OTHER INFORMATION

Any additional work requirements outside the scope of Exhibit C and this proposal will be presented in the form of a change order and must be approved by County prior to start of such work. No additional charges will be incurred without prior written approval from County.

## 4. GENERAL COUNTY RESPONSIBILITIES & OBLIGATIONS

In order for the project to be completed on time and on budget, County shall provide at a minimum:

1. Access to County facilities while onsite, as deemed necessary by the Contractor project manager.
2. Access to systems and equipment as required by Contractor including:
    a. PbK application access using Contractor laptops and County's network for training and application testing.
    b. Installation of the Contractor remote support tool on all desktops accessing the PbK application. Failure of County to provide access to enable support tool will render the Contractor support agreement null and void.
3. Access to County data and document templates (if applicable) that will be provided by County if such data is to be converted and populated by Contractor into PbK.
    a. Legacy data to be provided to Contractor within 10 days after agreed project start date.
    b. Document templates to be provided to Contractor within 20 days of project start date.
4. An authorized contact person with decision making authority to assist in the definition of any project unknowns.
    a. Appointed decision maker must be present during the following activities:
        i. Project kickoff
        ii. Establishment of timeline
        iii. Interface definition meetings
        iv. Document review signoff
        v. Data conversion signoff
5. Sufficient time, if applicable, for all data reviews which will include a minimum of:
    a. Verification / review of 10 cases per year of legacy system use during each review.

    County is responsible for validating their data during the project (if applicable). Validating data is key to a successful implementation. If issues arise with converted data after go-live Contractor will determine if a fix is possible and an additional fee for this work may be presented for this work.

6. PASSWORD PROTECTION. Access to the Software through the Service and Website is password -protected. Contractor provides multiple authentication alternatives for access to the Website and Software. CONTRACTOR STRONGLY ENCOURAGES THE USE OF STRONG PASSWORD AUTHENTICATION. Contractor is not responsible for County's use of the Service, Website or Software. Only the number of users set forth above may access the Service and Website. County must inform their users that they are subject to, and must comply with, all of the terms of this Agreement. County is fully responsible for the activities of County's employees and authorized agents who access the Service and Website. Contractor is not liable for any unauthorized access to the Service and Website, including without limitation access caused by failure to protect the login and password information of users.

7. RESTRICTIONS ON USE. County agrees to conduct all activities on the Service and Website in accordance with all applicable laws and regulations. Access to the Service, Website, Software and Documentation must be solely for County's own internal use. County may not (and may not allow any third party to) (i) decompile, mirror, translate, disassemble or otherwise reverse engineer any part of the Software, source code, algorithms, or underlying ideas of the Software;

(ii) provide, lease, lend, subcontract, sublicense, re-publish or use for timesharing, service bureau or hosting purposes any or all of the Software or Documentation; or (iii) reproduce, modify, copy, distribute, publish, display or create derivative works of any or all of the Software or Documentation or (iv) alter, remove, or obscure any copyright, trademark or other proprietary notices or confidentiality legends on or in the Software or Documentation.

**8.** SUSPENSION. Contractor reserves the right to immediately suspend access to Software without notice and at any time that Contractor suspects or has reason to suspect a security, data breach or if suspension is necessary to protect its rights, County's rights or the rights of a third party. Contractor will immediately contact County upon suspension of the Service and Website.

## 5. INVESTMENT SUMMARY

Contractor will perform according to all descriptions, scopes, and specifications in Exhibit C and herein described, in consideration for payment as set forth below and in Exhibit B: Contract Pricing,

**Interfaces** must conform to the appropriate PROSECUTORbyKarpel Information Exchange Package Documentation (IEPD) for that interface. Interfaces that do not conform to the appropriate PROSECUTORbyKarpel IEPD, will require Contractor development review before approval and will incur additional development and maintenance costs. The stated costs for interfaces include Karpel's development and testing time.

**PLEASE NOTE: THERE MAY BE AN ADDITIONAL COST FROM THE OTHER VENDOR(S), WHICH IS NOT INCLUDED WITHIN THIS CONTRACT.**

This fee does not include additional hardware, Microsoft licenses, or networking services that may be necessary to properly and legally operate PbK. Said expenses are the County's sole responsibility.

If a scheduled go-live date is changed by County within 60 days of the set date a 10% (of first year cost) penalty may be issued to cover the costs of booked travel, accommodations and time that may be removed from other current County start dates.

Pricing for Optional Services will remain valid up to 90 days from date of contracting signing. Upon the request to begin an Optional Service, an official notice to begin the service must be received.

The aggregate document / file storage space included with the stated hosted service fee is two terabytes (2TB) of storage. If storage exceeds 2TB, any additional storage above 2TB will be billed at a flat rate of $1,000 per 1TB, per year with no additional notice provided to the County.

Hosted eDiscovery services will be invoiced monthly at the rate of $1 per submission to the hosted eDiscovery site if County does not elect the unlimited annual fee option.

Statewide service is a free service provided to all PROSECUTORbyKarpel Counties. To activate this service the *MOU* at *Appendix A* must be signed separately from the main contract.

Travel expenses include airfare, lodging, ground transportation and M&IE.

As with any project, all prices are subject to change as new information arises or as workload increases. Contractor will seek approval from County if more work will be necessary to make the changes along the way, as described above.
In the event County or Contractor terminates this agreement, County understands and agrees to pay $1,000 to Contractor for work in connection with the return of County Content and Confidential Information.

### 5.1 Payment Terms

Payment schedule to be 50% of Software User Licenses due upon signed contract agreement and the remaining cost, including first year annual fees due upon completion of implementation and training.

TERM. The term of Annual Fees in the Agreement shall be for (1) year and will begin upon County's go live month. Such term shall be perpetual and automatically renew for subsequent terms of equal length, unless either Contractor or County gives notice to the other party thirty (30) days prior to the expiration of the then-current term of intent not to renew. Prior to the expiration of the term, Contractor will send County a renewal invoice, which must be paid in full within thirty (30) days from the date of the invoice. Pricing of subsequent annual terms may be subject to change at the sole discretion of Contractor.

INTEREST AND LATE FEES. Past due accounts will be charged interest on a monthly basis, calculated at one and one-half percent (1.5%) per month of the unpaid balance or the maximum rate allowable by law.

## 6. ANNUAL SUPPORT

### 6.1 TECHNICAL SUPPORT FEES

County understands that technical support fees will be required annually, in order to receive software updates and technical support. The support period shall begin from the date of go-live as part of the initial first year costs. The County may elect to purchase subsequent annual support, on a yearly basis at a fixed cost, and billed annually as referenced in Section 5 above. The option to purchase annual support is solely at the County's discretion. The County's license to use PbK is not dependent upon the County purchasing annual support; however, if the County discontinues annual support it will not be provided with updated versions of the software, unless it is purchased. Provided County's computers, network and systems meet recommended specifications set for by Contractor and the County is current with annual support payments then Contractor shall provide updated versions of their system and/or software as they become available during the terms of the contract. If the option for renewal is exercised, Contractor has the right to increase current pricing.

#### 6.1.1 SUPPORT PROVIDED

Contractor will provide support (e.g. software updates, general program enhancements and technical support) for all software provided, including ongoing unlimited telephone technical support problem determination, and resolution.

### 6.1.2 HOURS OF OPERATION

Contractor will provide technical support Monday through Friday, at a minimum of eight (8) hours a day. Technical support services shall be available between the hours of 7:00 a.m. through 9:00 p.m. Central time, via a toll-free telephone number provided. After-hours support is available as well via the same toll-free number which will reach the on-call support group.

### 6.1.3 INCLUDED SUPPORT

Support services include the detection and correction of software errors and the implementation of all PbK program changes, updates and upgrades. Contractor shall respond to the inquiries regarding the use and functionality of the solution as issues are encountered by Authorized Users. Support to users will be provided through the remote support tool installed on the end user's computer. This tool was installed at the time of go-live allowing Contractor to provide the needed support to meet the service level agreement. If this access is not allowed support will be delayed and the service level agreement (severity levels) are no longer in place.

### 6.1.4 RESPONSE TIMES

Contractor shall be responsive and timely to technical support calls/inquires made by the County. The County will first make support inquires through their qualified system administrators to assure the policies and business practices of the County are enforced prior to contacting Contractor. The timeliness of the response is dependent upon the severity of the issue/support problem, as defined below:

*The severity* of the issue/support problem shall determine the* average problem resolution response time *in any calendar month of the contract as follows:*

**If the remote support tool is not installed or available all issues will fall into the general assistance and the severity levels are no longer applicable.*

Severity Level 1 shall be defined as urgent situations, when the County's production system is down and the County is unable to use PbK, Contractor's technical support staff shall accept the County's call for assistance at the time the County places the initial call; however, if such staff is not immediately available, Contractor shall return the customer's call within one (1) business hour. Contractor shall resolve Severity Level 1 problems as quickly as possible, which on average should not exceed two (2) business days, unless otherwise authorized in writing by the County.

Severity Level 2 shall be defined as critical software system component(s) that has significant outages and/or failure precluding its successful operation, and possibly endangering the customer's environment. PbK may operate but is severely restricted. Contractor's technical support staff shall accept the customer's call for assistance at the time the customer places the initial call; however, if such staff is not immediately available, Contractor shall return the County's call within four (4) business hours. Contractor shall resolve Severity Level 2 problems as quickly as possible, which on average should not exceed three (3) business days, unless otherwise authorized in writing by the customer.

Severity Level 3 shall be defined as a minor problem that exists with PbK but the majority of the functions are still usable and some circumvention may be required to provide service. Contractor's technical support staff shall accept the County's call for assistance at the time the customer places the initial call; however, if such staff is not immediately available, Contractor shall return the County's call on average no later than the next business day. Contractor shall resolve Severity Level 3 problems as quickly as possible, which should not exceed the next available release of software, unless otherwise authorized in writing by the County.

General Assistance: For general software support/helpdesk calls not covered by the above severity level descriptions, Contractor's technical support staff shall accept the County's call for assistance at the time the County places the initial call; however, if such staff is not immediately available, Contractor shall return the County's call on average no later than the next business day.

## 6.2 SERVICE LEVEL COMMITMENT

UPTIME. Contractor is committed to providing the Software, Website and Service in a consistent and reliable manner. Contractor will provide the Software, Website and Service to County with a stated minimum uptime of 99.5% to County.

SCHEDULED MAINTENANCE: Contractor periodically performs scheduled maintenance including but not limited to outline, preventative or emergency maintenance of the Software, Website, and/or Service. County understands that schedule maintenance may affect availability of the Service, Website, and/or Software. If schedule maintenance is to be performed Contractor will provide notice to County three (3) days prior to the scheduled maintenance. Contractor will make every effort to schedule maintenance outside of normal business hours of the County between the hours of ten (10) p.m. and five (5) a.m. Central Standard Time.

DATA RETENTION AND BACKUPS: As a part of the Service and Website, Contractor will maintain under this Agreement consistent, regular and validated backup both onsite and offsite of the County Content, Confidential Information and Software. Backups occur and will be maintained pursuant to Contractor internal backup policies. Upon written request, Contractor will make available to County a copy of Contractor's current backup policies and procedures.

AUDITS AND SECURITY: Contractor is committed to maintaining the security of County Content, Confidential Information, and Software on Contractor's Service and Website. Contractor will maintain the Software, Website and Service in a secure manner subject to the Customer Obligations outlined below. Contractor will perform annual security audits of the Website and Service to ensure the integrity and security of the Website and Service. Results of the Audits and Security Policy for Contractor will be made available to County upon written request.

DATA TRANSMISSION: Contractor ensures that all data transmitted to and from the Service and Website is transmitted at a minimum level of 128-bit SSL encryption using digital certificates issued by an internationally recognized domain registrar and certificate authority.

DATA LOCATION: Contractor will maintain the Service, Software, County Content and Confidential Information of County in a SAS 70/SSAE 16 certified data facility.

## 7. OWNERSHIP OF INTELLECTUAL PROPERTY

CONTRACTOR OWNERSHIP. Contractor retains all right, title and interest in and to the Software, Documentation, Website, Service, and related Intellectual Property. Any suggestions, solutions, improvements, corrections, or other contributions County provides regarding the Software, Documentation, Website or Services will become the property of Contractor and County hereby assigns all such rights to Contractor without charge.

COUNTY OWNERSHIP. County retains all rights, title, and interest in and to the County Content. County hereby grants to Contractor and Contractor hereby accepts a non-exclusive, non-transferable, worldwide, fully paid license to use, copy, and modify the County Content solely to the extent necessary and for the sole purposes of providing access to the Software, Documentation, Website, and Services or otherwise complying with its obligations under this Agreement.

## 8. LICENSE TERMS AND USE

This software, PbK, is a proprietary product of Contractor. It is licensed (not sold) and is licensed to County for its use only by the terms set forth below.

1. In consideration of payment of a sublicense fee, Contractor hereby grants County a non-exclusive and non-transferable sublicense to use any associated manuals and/or documentation furnished.

2. County cannot distribute, rent, sublicense or lease the software. A separate license of PbK is required for each user or employee. Each license of PbK may not be shared by more than one full time employee or user (defined as working 20 hours or more per week), nor more than two (2) part-time employees or users (defined as working less than 20 hours per week each and working no more than 40 hours per week together). The County agrees that Contractor will suffer damages from the County's breach of this term and further agrees that as such Contractor shall be entitled to the cost of the license, installation and training costs associated for each violation, including Contractor's reasonable attorneys' fees and costs.

3. License does not transfer any rights to software source codes, unless Contractor ceases to do business without transferring its duties under this agreement to another qualified software business. Contractor will, at County's expense, enter into escrow agreement for the storage of the source codes.

4. PbK and its documentation are protected by copyright and trade secret laws. County may not use, copy, modify, or transfer the software or its documentation, in whole or in part, except as expressly provided for herein. Contractor retains all rights in any copy, derivative or modification to the software or its documentation no matter by whom made. PbK is licensed for a single installation of one full time employee. A separate license is required for each installation of PbK. County shall not provide or disclose or otherwise make available PbK or any portion thereof in any form to any third party. County agrees that unauthorized copying and distribution will cause great damage to Contractor and this damage is far greater than the value of the copies involved.

5. PbK was developed exclusively at private expense and is Contractor's trade secret. For all purposes of the Freedom of Information Act or any other similar statutory right of "open" or

public records the Software shall be considered exempt from disclosure. PbK is "commercial computer software" subject to limited utilization "Restricted Rights." PbK, including all copies, is and shall remain proprietary to Contractor or its licensors.

6. Public Agency Participation: Other public agencies may utilize the terms and conditions established by this Contract. “Public agency”, for purposes of this paragraph, is defined to include any city, county, district, public authority, public agency, municipality, and other political subdivision. Pima County is not an agent, partner, or representative of such public agency, and is not obligated or liable for any action or debts that may arise out of such independently negotiated procurements. These so called “piggy-back” awards shall be made independently by each public agency, and that agency shall accept sole responsibility for placing orders with Vendor. Pima County does not accept any responsibility or involvement in the purchase orders or Contracts issued by other public agencies. Any such contract by another public agency must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of such public agency.

## 9. WARRANTY

1. LIMITED WARRANTY. Contractor warrants it will provide the Services and Website in a professional manner by qualified personnel. Contractor warrants it has the requisite power and authority to enter into and perform its obligations under this Agreement. Contractor warrants that the performance by Contractor of any services described in the Agreement shall be in compliance with all applicable laws, rules and regulations. Contractor warrants it will provide access to and use of the Software, Service and Website in material accordance with the Service Level Commitment outlined above. No representations or warranties as to the use, functionality or operation of the Website, Software, or Service are made by Contractor other than as expressly stated in this Agreement.

2. INTERNET. Contractor makes the Website, Software and Services available to County through the internet to the extent commercially reasonable, and subject to outages, communication and data flow failures, interruptions and delays inherent in Internet communications. County recognizes that problems with the Internet, including equipment, software and network failures, impairments or congestion, or the configuration of County’s computer systems, may prevent, interrupt or delay County’s access to the Service, Website or Software. Contractor is not liable for any delays, interruptions, suspensions or unavailability of the Website or Software attributable to problems with the Internet or the configuration of County’s computer systems or network.

3. SYSTEM REQUIREMENTS. Contractor provides the Services and Website based upon the system requirements as specified by Contractor for County. Contractor has no liability for any failure of the Services, or the Software based upon County’s failure to comply with the system requirements of Contractor.

4. WARRANT LIMITATION. The warranties set forth in this Agreement do not apply if non-compliance is caused by, or has resulted from (i) County’s failure to use any new or corrected versions of the Software or Documentation made available by Contractor, (ii) use of the Software or Documentation by County for any purpose other than that authorized in this Agreement, (iii) use of the Software or Documentation in combination with other software, data or products that

are defective, incompatible with, or not authorized in writing by Contractor for use with the Software or Documentation, (iv) misuse of the Software or Documentation by, (v) any malfunction of County's software, hardware, computers, computer-related equipment or network connection, (vi) any modification of the Software not performed by or otherwise authorized by Contractor in writing, or (vii) an event of Force Majeure.

DISCLAIMER. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE MADE IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESS AND IMPLIED, WHICH ARE HEREBY DISCLAIMED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF NONINFRINGEMENT, TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING OUT OF A USE IN TRADE OR COURSE OF DEALING OR PERFORMANCE. CONTRACTOR DOES NOT WARRANT (i) THAT ACCESS TO OR USE OF ALL OR ANY PART OF THE SERVICE, SOFTWARE, DOCUMENTATION OR WEBSITE WILL BE CONTINUOUS, ERROR-FREE OR UNINTERRUPTED, (ii) THAT THE RESULTS ARISING OUT OF COUNTY'S USE OF THE SOFTWARE, DOCUMENTATION OR WEBSITE WILL BE ACCURATE, COMPLETE OR ERROR-FREE, OR (iii) THAT THE SERVICE, SOFTWARE, DOCUMENTATION OR WEBSITE WILL MEET COUNTY'S NEEDS.

EXCLUSIVE REMEDIES. If the Website, or Services provided under this Agreement does not materially comply with the requirements stated in the Limited Warranty Section outlined above, Contractor sole obligation shall be to correct or modify the Website or Services, at no additional charge. If Contractor determines it is unable to correct what is non-conforming, County's sole remedy will be to receive a refund of the fees paid for the non-conforming or Services, even if such remedy fails of its essential purpose. You may also terminate this Agreement as set forth in the termination provision of this Agreement.

## 10. LIMITATION OF LIABILITY

CONTRACTOR IS NOT RESPONSIBLE FOR ANY LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY BREACH OF THIS AGREEMENT, EVEN IF CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION, WHETHER ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), STATUTE OR OTHERWISE. UNLESS OTHERWISE SPECIFICALLY STATED, ALL REMEDIES AVAILABLE UNDER THIS AGREEMENT AND ALL REMEDIES PROVIDED BY LAW, WILL BE DEEMED CUMULATIVE AND NOT EXCLUSIVE. REGARDLESS OF THE FORM OF ANY CLAIM COUNTY MAY HAVE ARISING UNDER OR RELATING TO THIS AGREEMENT, CONTRACTOR LIABILITY FOR ANY DAMAGES SHALL NOT EXCEED THE FEES COUNTY HAS PAID TO CONTRACTOR PURSUANT TO THIS AGREEMENT IN THE PRIOR TWELVE (12) MONTHS.

## 11. INDEMNIFICATION

COUNTY'S INDEMNIFICATION. County will indemnify, defend, and hold harmless Contractor from and against any and all liability, damage, loss or expense (including reasonable attorneys' fees) arising out of (i) any claim, demand, action or proceeding, statutory or otherwise, based on allegations arising as a result of use of the Website, Software, Documentation or Services in a manner not expressly described or permitted by this Agreement, (ii) use of the Website, Software, Documentation or Services in any unlawful manner or for any unlawful purpose, (iii) Contractor's use of County Content that infringes any third party Intellectual Property, or (iv) Contractor's use of County Content as permitted by this

Agreement that violates the privacy rights or the rights to Personally Identifiable Information of a third party.

KARPEL SOLULTIONS' INDEMNIFICATION. Contractor will at its own expense (including payment of attorneys' fees) defend County in the event that any suit is brought against County based on a claim that the Software directly infringes any valid U.S. Intellectual Property right and shall indemnify County from any amounts assessed against County in a resulting judgment or settlement of such claims. Contractor will not be liable for any cost or expense of defense County incurs in connection with any such suit or claim, without Contractor's prior and specific authorization and consent.

Notwithstanding the foregoing, Contractor has no obligations under this Section in the event any infringement claim is solely or in part based upon or arising out of any modification or alteration to the Software not made by Contractor, (ii) any combination or use of the Software with products, hardware or services not supplied by Contractor or approved in writing by Contractor in advance of such combination, (iii) County's continuance of allegedly infringing activity after being notified of such activity, or after being informed of modifications that would have avoided the alleged infringement, (iv) County's failure to use corrections or enhancements made available by Contractor, (v) use of the Software not in accordance with the applicable Documentation or outside the scope of this Agreement, or (vi) the use of the Software in a manner for which it was neither designed nor contemplated.

Contractor's aggregate liability and obligation under this Section will be will not exceed the fees County has paid to Contractor under this Agreement in the previous twelve (12) months. The foregoing remedies constitute County's sole and exclusive remedies, and Contractor's entire liability and obligation, with respect to any suit or claim for infringement or misappropriation of third-party Intellectual Property or other right by the license and/or use of the Software.

NOTIFICATION. The indemnification obligations set forth above will apply only if and to the extent (i) the indemnified party gives prompt written notice to the indemnifying party of the assertion of any such claims, demands, action or proceeding, (ii) the indemnifying party has the right to select counsel and control the defense and all negotiations for settlement thereof and (iii) the indemnified party provides all reasonable information, assistance and cooperation required to defend such claim, demand, action or proceeding. The indemnifying party shall not settle or dispose of any such claim, demand, action or proceeding without written notification to the indemnified party provided the settlement or disposal materially adversely impacts the indemnified party.

## 12. TERMINATION

TERMINATION. County may terminate this Agreement thirty (30) business days after it is has provided Contractor with written notice that it believes that Contractor has failed to perform under, or materially breaches, this Agreement and of the County's intent to terminate the Agreement. Thereafter, Contractor will have thirty (30) business days from the receipt of such notice to correct the stated problem. If at the end of such thirty (30) business day period, Contractor has not corrected the stated problem, then County may terminate this Agreement. Contractor may terminate this Agreement on thirty (30) days written notice. Either party may immediately terminate this Agreement in the event the other party (i) files for, or has filed against it, a bankruptcy petition, and such petition is not dismissed within sixty (60) days of the filing date; or (ii) ceases to conduct business in the normal course, (iii) makes an assignment for the benefit of its creditors, (iv) is liquidated or otherwise dissolved, (v)

becomes insolvent or unable to pay its debts in the normal course, or (vi) has a receiver, trustee or custodian appointed for it.

RIGHTS AFTER EXPIRATION OR TERMINATION. Upon expiration or termination of this Agreement, Contractor will immediately terminate County's access to and use of the Website, Documentation, and Services. Upon expiration or termination of this Agreement, each party shall immediately cease to make use of any Confidential Information received from the other party. Within thirty (30) days of written request following termination or expiration of this Agreement, Contractor shall coordinate with County a mutual agreeable manner for the return of County Content and Confidential Information obtained or shared during the course of the Agreement. County understands that upon any termination or expiration of this Agreement, County must return to Contractor (or destroy and certify such destruction in writing) any Documentation or other materials provided by Contractor, whether in written or electronic form, regarding the Website, Software or Services provided under this Agreement. Termination is not an exclusive remedy.

## 13. GENERAL PROVISIONS

NOTICES. Any notices provided under this Agreement will be in writing in the English language and will be deemed to have been properly given if delivered personally or if sent by (i) a recognized overnight courier, (ii) certified or registered mail, postage prepaid, return receipt requested, or (iii) facsimile, if confirmed by mail. Contractor's address for such notices is set forth below. County's address for such notices will be the address on file with Contractor as provided by County. Such address or contact information may be revised from time to time by provision of notice as described in this Section. All notices sent by mail will be deemed received on the tenth (10th) business day after deposit in the mail. All notices sent by overnight courier will be deemed given on the next business day after deposit with the overnight courier. All notices sent by facsimile will be deemed given on the next business day after successful transmission.

Karpel Solutions
c/o Matt Ziemianski, CEO
9717 Landmark Parkway, Suite 200
St. Louis, MO 63127
(314) 892-6300
mziemianski@karpel.com

GOVERNING LAW AND DISPUTE RESOLUTION. This Agreement is to be construed and governed by the laws of the United States and the State of Missouri, without regard to conflict of law's provisions. Any dispute arising out of or in connection with this Agreement, which cannot be settled amicably between the parties must be brought exclusively in the appropriate court located in Missouri, and County expressly waives any and all objections regarding jurisdiction and forum non conviens. If either Contractor or County employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party will be entitled to recover reasonable attorneys' fees and costs.

IN WITNESS WHEREOF, the parties have caused this Agreement subject to the Master Terms and Conditions set forth below to be executed on the date first above written. This proposal is offered as an all-inclusive turnkey solution and, unless noted otherwise, pricing is based on acceptance of both services and licenses. Any changes to this solution may result in additional costs. This offer is entire

agreement between the parties, and no oral agreements or other written documents, exclusive of the attached exhibits are part of the agreement. Any modifications of this agreement must be in writing, and prior to acceptance of this offer, Contractor reserves the right to make modifications to this offer. The signatories warrant they have the authority to bind their respective party.

Tax Exempt? No ☐ Yes ☐ ***If yes, please attach copy of tax exempt certificate***

**Agency Project Manager Contact:**

_____

Phone Number: _____

Email Address: _____

**Project IT Contact:**

_____

Phone Number: _____

Email Address: _____

## 14. MASTER TERMS AND CONDITIONS

**KARPEL COMPUTER SYSTEMS, INC. (dba "Karpel Solutions"),**
MASTER TERMS AND CONDITIONS

**GENERAL TERMS**

1. ACCEPTANCE TERM. The proposal attached to these Master Terms and Conditions is tendered for acceptance in its entirety within thirty (30) days from the date of the proposal, after which it is to be considered null and void.

2. MODIFICATION AND WAIVER. Any modifications of this Agreement must be in writing and signed by both parties. Neither party will be deemed to have waived any of its rights under the Agreement by any statement or representation other than (i) by an Authorized Representative and (ii) in an explicit written waiver. No waiver of a breach of this agreement will constitute a waiver of any prior or subsequent breach of this Agreement.

3. ASSIGNMENT. This Agreement will inure to the benefit of and be binding upon Contractor and County and Contractor's respective successors and assigns. Notwithstanding the foregoing, County may not assign or otherwise transfer this Agreement or County's rights and obligations under this Agreement without the prior written consent of Contractor, and any purported assignment or other transfer without such consent will be void and of no force or effect. Contractor may assign and /or transfer this Agreement or Contractor's rights and obligations under this Agreement at any time.

4. FORCE MAJEURE. Neither party shall be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach thereof are delay or prevented by reason of any act of God, government, fire, natural disaster, accident, terrorism, network or telecommunication system failure, sabotage or any other cause beyond the control of such party ("Force Majeure"), provided that such party promptly gives the other party written notice of such Force Majeure.

5. INDEPENDENT CONTRACTORS. The parties will be deemed to have the status of independent contractors, and nothing in this Agreement will be deemed to place the parties in the relationship of employer-employee, principal-agent, or partners or joint ventures. Neither party has the authority to bind, commit or make any representations, claims or warranties on behalf of the other party without obtaining the other party's prior written approval.

6. SOFTWARE ANOMALIES. New commercial software releases or upgrades, or any hardware and/or software owned by or licensed to County, used in connection with Contractor services may have anomalies, performance or integration issues unknown to Contractor which can impact the timely, successful implementation of information systems. Contractor will inform the County promptly if this occurs and will attempt to analyze, correct and/or work around the anomalies or performance issues on a "best effort" basis. Contractor is not responsible for any delay or inability to complete its services if such anomalies or performance issues occur. County is responsible for payment for all of Contractor's services at the rate stated in the proposal whether or not a successful solution is achieved.

7. SOFTWARE AUDIT. County agrees to allow Contractor the right to audit County's use of PbK and licenses of PbK at any time. County will cooperate with the audit, including providing access to any books, computers, records or other information that relate to the use of PbK. Such audit will not unreasonably interfere with County's activities. In the event that an audit reveals unauthorized use, reproduction, distribution, or other exploitation of PbK, County will reimburse Contractor for the reasonable cost of the audit, in addition to such other rights and remedies that Contractor may have. Contractor will not conduct an audit more than once per year.

8. COUNTY ENVIRONMENT. County is responsible for the application, operation and management of its information technology environment, including but not limited to: (a) purchasing, licensing and maintaining hardware and software; (b) following appropriate operating procedures; (c) following appropriate protective measures to safeguard the software and data from unauthorized duplication, modification, destruction or disclosure; (d) following adequate backup contingency plans; and (e) employing qualified personnel to obtain the desired results. Contractor is not responsible for the loss of data in PbK or security breaches that result in the unauthorized dissemination of data contained in PbK that is the result of County not following appropriate operating procedures, security and protective measures and/or following adequate backup contingency plans.

9. MATERIALS. County will pay Contractor for materials purchased for the County's use. Materials may include computer hardware, software, hosting, facility leases, other services, telecommunications charges, freight, shipping, mailing, document reproduction and any other such costs incurred in performance of services for County. Upon mutual agreement, County will reimburse Contractor for all out of town travel expenses, such as automobile/airline travel, hotel, meals, and cab fare. Billing for services rendered on-site on an as needed basis will include portal-to-portal time.

10. COPYRIGHT. Contractor reserves the right to seek damages if County is responsible for a subsequent violation of Contractor's copyright, and County assumes responsibility for the acts and omissions of its agents acting in the course of their duties or otherwise with respect to the protection of Contractor's copyright.

10. INTERNET AND NETWORK. Contractor makes PbK available to County through the Internet and/or County's own network and systems, to the extent commercially reasonable, and subject to outages, communication and data flow failures, interruptions and delays inherent in the Internet and network communications on the County's own network and systems. County recognizes that problems with the Internet, including equipment, software and network failures, impairments or congestion, or the configuration of County's own computer systems and network, may prevent, interrupt or delay County's access to PbK. Contractor is not liable for any delays, interruptions, suspensions or unavailability of PbK attributable to problems with the Internet or the configuration of County's computer systems or network.

11. PASSWORD PROTECTION. Access to PbK is password-protected. Contractor provides multiple authentication alternatives for access to PbK. CONTRACTOR STRONGLY ENCOURAGES THE USE OF STRONG PASSWORD AUTHENTICATION. Contractor is not responsible for County's use of the PbK. Only the number of users set forth above may access the Service and Website. County must inform their users that they are subject to, and must comply with, all of the terms of this Agreement. County is fully responsible for the activities of County's employees and authorized agents who access to PbK. Contractor is not liable for any unauthorized access to PbK and data or information

contained therein, including without limitation access caused by failure to protect the login and password information of users.

12. SYSTEM REQUIREMENTS. Contractor provides PbK based upon the system requirements as specified by Contractor for County. Contractor has no liability for any failure of PbK based upon County's failure to comply with the system requirements of Contractor.

13. THIRD PARTY SOFTWARE. Contractor makes no express or implied warranties as to the quality of third party software or as to Contractor's ability to support such software on an on-going basis.

14. LIMITED ENGAGEMENT. Due to the limited nature of Contractor's engagement by County, Contractor makes no express or implied warranties as to the quality of, or the ability of software developed by Contractor to operate with, any hardware, network, software, systems and/or external data flows already in place at County's facilities or as may be added by the County.

## KARPEL SOLUTIONS EMPLOYEES

Contractor has spent substantial sums of money and invested large amounts of time in recruiting, supervising and training Contractor employees. County further agrees that it has a unique opportunity to evaluate Contractor employees' performance, and has the potential to hire Contractor employees, and further agrees that such hiring away would substantially disrupt the essence of Contractor's business and ability to provide its services for others, and as such Contractor cannot agree to such a hiring. The County acknowledges that Contractor employees work for Contractor under a non-competition agreement; therefore, County agrees it shall not solicit for employment or contract as an independent contractor, or otherwise hire or engage a Contractor employee during the term of this Agreement or for a period of 2 years after the completion/termination of the project, whichever is longer.

## CONFIDENTIALITY

1. CONFIDENTIALITY. Neither party shall disclose or use any confidential or proprietary information of the other party. The foregoing obligations shall not apply to information which: (i) is or becomes known publicly through no fault of the receiving party; (ii) is learned by the receiving party from a third party entitled to disclose it; or (iii) is already known to the receiving party.

2. PERSONALLY IDENTIFIABLE INFORMATION. The parties recognize that certain data County or Contractor may use in conjunction with the PbK may be confidential personally identifiable information of third parties. Contractor shall use all best efforts to protect the confidentiality of personally identifiable information of third parties. Contractor shall have no liability for disclosure of personally identifiable information caused by County's own negligence or misconduct.

3. DISCLOSURE REQUIRED BY LAW. In the event that any confidential or proprietary information is required to be disclosed pursuant to any law, code, regulation or court order from a court of competent jurisdiction, the receiving party shall give the disclosing party immediate written notice of such requirement and shall use its best efforts to seek or to cooperate with the disclosing party in seeking a protective order with respect to the confidential information requested.

4. SIMILAR PROGRAMS AND MATERIALS. Provided Contractor does not violate the provisions of this section regarding confidentiality, the Agreement shall not preclude Contractor from developing for

itself, or for others, programs or materials which are similar to those produced as a result of services provided to County.

5. INJUNCTIVE RELIEF. Any breach of the confidentiality provisions of this Section will cause irreparable harm to the other party. The parties agree that the non-breaching party may enforce the provisions of this Section by seeking an injunction, specific performance, criminal prosecution or other equitable relief without prejudice to any other rights and remedies the non-breaching party may have.

## MARKETING

1. County agrees that Contractor may identify County as a customer of Contractor in Contractor's written promotional and marketing materials, as well as in any oral or visual presentations regarding the business of Contractor.

2. Provided Contractor does not violate the provisions of the foregoing section regarding confidentiality, Contractor shall have the right to demonstrate for other prospective Countys any application developed by Contractor under this Agreement and shall have the right to include information about any such application in marketing materials and presentations.

## MISCELLANEOUS

1. ELECTRONIC DOCUMENTS. To the extent possible, and under the terms required by County, County and Contractor may communicate by electronic means, including but not limited to facsimile documents. Both parties agree that: a signature or an identification code ("USERID") contained in an electronic document is legally sufficient to verify the sender's identity and the document's authenticity; an electronic document that contains a signature or USERID is a signed writing; and that an electronic document, or any computer printout of it, is an original when maintained in the normal course of business.

2. SEVERABILITY. If any portion of this Agreement is held to be void, invalid or otherwise unenforceable, in whole or in part, then the remaining portions of the Agreement shall remain in effect. This is the complete and exclusive statement of the Agreement between the parties which supersedes all proposals, oral or written, relating to the subject matter of this Agreement.

# ***Appendix A***

**MEMORANDUM OF UNDERSTANDING (MOU)**
**BETWEEN PIMA COUNTY AND KARPEL SOLUTIONS**
**FOR PARTICIPATION IN STATEWIDE DATA SHARING**

**Parties:**

1. The parties to this MOU are Contractor and Prosecution Offices that are willing to contribute potentially Confidential, Personally Identifiable, Criminal Justice Information to a Statewide Search system for purposes of information sharing with other Prosecution Offices.

2. The parties agree that maximum participation by all Prosecution Offices will strengthen the purposes of this MOU. Accordingly, the parties anticipate and desire that other eligible offices will join this MOU from time to time in the future. A joining agency shall also be considered a party and shall have the same rights, privileges, obligations, and responsibilities as the original parties.

**Statement of Intent**

This MOU is not intended to be a legally enforceable contract. It is, rather, a statement of the parties' mutual understanding and agreement regarding Pima County Attorney's Office's participation in statewide data sharing. Either party may withdraw from participation in this MOU at any time.

**Definitions**

**Confidential Information** - Means information of either Contractor or Contributing Party which is disclosed under this MOU in oral, written, graphic, machine recognizable, electronic, sample or any other visually perceptible form by one office to the other, and which is considered to be proprietary, sensitive, or trade secret by the disclosing party. Confidential Information of Contractor expressly includes HOSTEDbyKarpel, PROSECUTORbyKarpel, and Statewide Search. The Confidential Information of Contributing Party includes, subject to the limitation below, Personally Identifiable Information and Criminal Justice Information. Confidential Information for purposes of this MOU does not include information with access restricted to certain users or teams within PROSECUTORbyKarpel by the Contributing Party.

**Contributing Party** - A Prosecuting Attorney's Office that is a party to this MOU.

**Criminal Justice Information** - Any information collected and retained by each Contributing Party within PROSECUTORbyKarpel pel and securely cached on HOSTEDbyKarpel for use by Statewide Search. Criminal Justice Information shall be considered Confidential Information.

Criminal Justice Information includes limited information regarding defendants, co-defendants, court dates, charges, cases, and law enforcement referrals.

**HOSTEDbyKarpel** - Application and database delivery platform and website used by PROSECUTORbyKarpel to securely cache Confidential Information, Personally Identifiable Information, and Criminal Justice Information delivered through the Statewide Search function.

**Information** - Includes Confidential Information, Personally Identifiable Information and Criminal Justice Information.

**Personally Identifiable Information** - Means any information that may be used to identify specific persons or individuals, which is collected by each Contributing Party for use in conjunction with the use of PROSECUTORbyKarpel and Statewide Search on HOSTEDbyKarpel. Personally Identifiable Information shall be considered Confidential Information. Personally Identifiable Information includes pedigree information used to identify specific persons or individuals and may include but is not limited to date of birth, social security numbers, addresses, and alias names.

**PROSECUTORbyKarpel** - Means the PROSECUTORbyKarpel criminal case management system and specifically each Contributing Party's licensed copy of PROSECUTORbyKarpel.

**Statewide Search** - Functionality contained in PROSECUTORbyKarpel that allows each Contributing Party to query or search defendant information, co-defendant information, court dates charge and case information of other Contributing Parties.

## Purpose

The Contributing Parties and Contractor agree that criminal history and case information currently available through other law enforcement and public portals is inadequate and sometimes incomplete.

The Contributing Parties and Contractor agree that the sharing of information between each Contributing Party will benefit criminal justice statewide as it will allow for better charging, filing and case disposition decisions.

The purpose of this Memorandum of Understanding (MOU) is to establish permissions and guidelines for the use of Personally Identifiable Information, Confidential Information, and Criminal Justice

Information data the parties agree to share between each other and Contractor in connection with the Statewide Search function inside PROSECUTORbyKarpel that is housed in a secure database on HOSTEDbyKarpel.

In addition to the permissions and guidelines the purpose of the Statewide Search function is multifold:

1. Defendant information - Provide a mechanism for each Contributing Party to search and view basic defendant pedigree information that is contained in each Contributing Party's installation of PROSECUTORbyKarpel and that is cached in a secure database on HOSTEDbyKarpel accessible only from inside PROSECUTORbyKarpel.

2. Charge and Case information - Provide a mechanism for each Contributing Party to search and view defendant charge, referral and basic case information contained in each Contributing Party's installation of PROSECUTORbyKarpel and that is cached in a secure database on HOSTEDbyKarpel that is accessible only from inside PROSECUTORbyKarpel.

   Co-Defendant information - Provide a mechanism for each Contributing Party to search and view co-defendant information and associations that are contained in each Contributing Party's installation of PROSECUTORbyKarpel and that is cached in a secure database on HOSTEDbyKarpel that is accessible only from inside PROSECUTORbyKarpel.

3. Court Dates - provide a mechanism for each Contributing Party to search and view court date information for cases that are contained in each Contributing Party's installation of PROSECUTORbyKarpel and that is cached in a secure database on HOSTEDbyKarpel that is accessible only from inside PROSECUTORbyKarpel.

**Ownership, Entry and Maintenance of Information**

1. Each Contributing Party retains sole ownership of, exclusive control over, and sole responsibility over all the information it contributes through Statewide Search including Confidential Information, Personally Identifiable Information and Criminal Justice Information, and may at any time update, correct or delete any information contained in PROSECUTORbyKarpel. Any changes made to Information in PROSECUTORbyKarpel by the Contributing Party will be reflected in the Information shared through Statewide Search. Information shared through Statewide Search cannot be altered by the Contributing Party independent of PROSECUTORbyKarpel. All entries into Statewide Search are clearly delineated to identify the jurisdiction or Contributing Party.

2. Each Contributing Party has the sole responsibility and accountability for ensuring the information it enters into PROSECUTORbyKarpel and subsequently shared through Statewide Search was not obtained in violation of any federal, state, local or tribal law applicable to the Contributing Party.

3. Each Contributing Party has the sole responsibility and accountability for ensuring compliance with all applicable laws, regulations, policies and procedures applicable to the party's entry of information in PROSECUTORbyKarpel that is subsequently shared through Statewide Search and cached by Contractor on HOSTEDbyKarpel.

4. As information entered into PROSECUTORbyKarpel and subsequently shared through Statewide Search is separately maintained by each Contributing Party in their separate installation of PROSECUTORbyKarpel, and for which each Contributing Party is solely responsible and
accountable. Information is not alterable or changeable on in the Statewide Search database in any way by any other Contributing Party.

5. Statewide Search is only populated with loaned information derived from each Contributing Party and is not intended to be an official repository of original records, or to be used as a substitute for one, nor is the information contained in Statewide Search accorded any independent record status. Statewide Search is merely an application to facilitate the sharing of copies of the information outlined above that is contributed from already existing records contained in each Contributing Party's installation of PROSECUTORbyKarpel.

6. Each Contributing Party agrees to treat information shared through Statewide Search, including Confidential Information, Personally Identifiable Information, and Criminal Justice Information as confidential to the extent as authorized by law, including the Freedom of Information Act, 5.U.S.C. § 552, the Privacy Act, 5 U.S.C. § 552a, and STATE SUNSHINE LAWS.

## Access to and Use of Information

1. Each Contributing Party will contribute Confidential Information, Personally Identifiable Information, and Criminal Justice Information automatically through PROSECUTORbyKarpel. Each Contributing party agrees and permits other Contributing Parties to access and use through the Statewide Search function such Confidential Information, Personally Identifiable Information, and Criminal Justice Information.

2. Each Contributing Party will have access via PROSECUTORbyKarpel through the Statewide Search function to Information securely cached on HOSTEDbyKarpel for use by Statewide Search.

3. Each Contributing Party agrees and understands that cases, persons, and other Information that is given an authorization level by each Contributing Party within PROSECUTORbyKarpel is not subject to dissemination to other Contributing Parties through Statewide Search. Such cases, persons and Information that are assigned specific users or teams (authorizations) through PROSECUTORbyKarpel authorization levels are excluded in Statewide Search results.

4. Prosecution Offices that are not Contributing Parties are not eligible to use Statewide Search function through PROSECUTORbyKarpel and will not have direct access to Statewide Search within PROSECUTORbyKarpel.

5. Each Contributing Party is responsible for providing Internet connectivity to use Statewide Search.

6. Contractor is responsible for securely caching Information for use by the Statewide Search function. Contractor houses Information within a secured datacenter that is CJIS compliant and SAS70 audited. Multiple levels of security are in place to access the physical systems along with multiple levels of authentication. All systems are backed up and a copy of those backups is kept in two different locations. Additionally, an outside third-party security audit is performed annually, testing both the network and application layers.

7. Contractor is responsible for providing a secure method of delivery of the Information that is requested through Statewide Search. Contractor accomplishes this by providing the information in an encrypted stream through SSL (Secure Sockets Layer) that is only accessible by Contributing Parties with the necessary GUID (Globally Unique Identifier) to access such Information.

8. Each Contributing Party has the sole responsibility and accountability for ensuring that the use of the Statewide Search function conforms with laws, regulations, policies and procedures applicable to the Contributing Party.

9. All Contributing Parties and Contractor agree that any information that is accessed through Statewide Search may only be disseminated only in the furtherance of a legitimate law enforcement investigation or criminal prosecution.

10. Contractor is allowed to use Statewide Search for demonstration purposes showing only fictitious Information.

## Effective Date, Duration, Modification and Termination

1. As among the Contributing Parties and Contractor, this MOU shall become effective when authorized representatives of each Contributing Party signs it.

2. This MOU shall remain in force for each Contributing Party as long as they continue to use PROSECUTORbyKarpel.

3. This MOU may be modified or altered upon the mutual written consent of the duly authorized representatives of each Contributing Party and Contractor. However, Contractor and the Contributing Parties may modify, address and resolve technical and operational details with regards to the functionality of Statewide Search and PROSECUTORbyKarpel that relate to this MOU provided that such does not conflict with this MOU.

4. This MOU may be terminated at any time by the mutual written agreement of the authorized representatives of all the parties. A duly authorized representative of a Contributing Party may also terminate participation in the MOU upon thirty (30) day written notice to all other parties. Contractor may terminate the provision of Statewide Search to the Contributing Parties upon thirty (30) day written notice to all the Contributing Parties. A Contributing Party's participation may also be terminated involuntarily if not in compliance with the terms of this MOU.

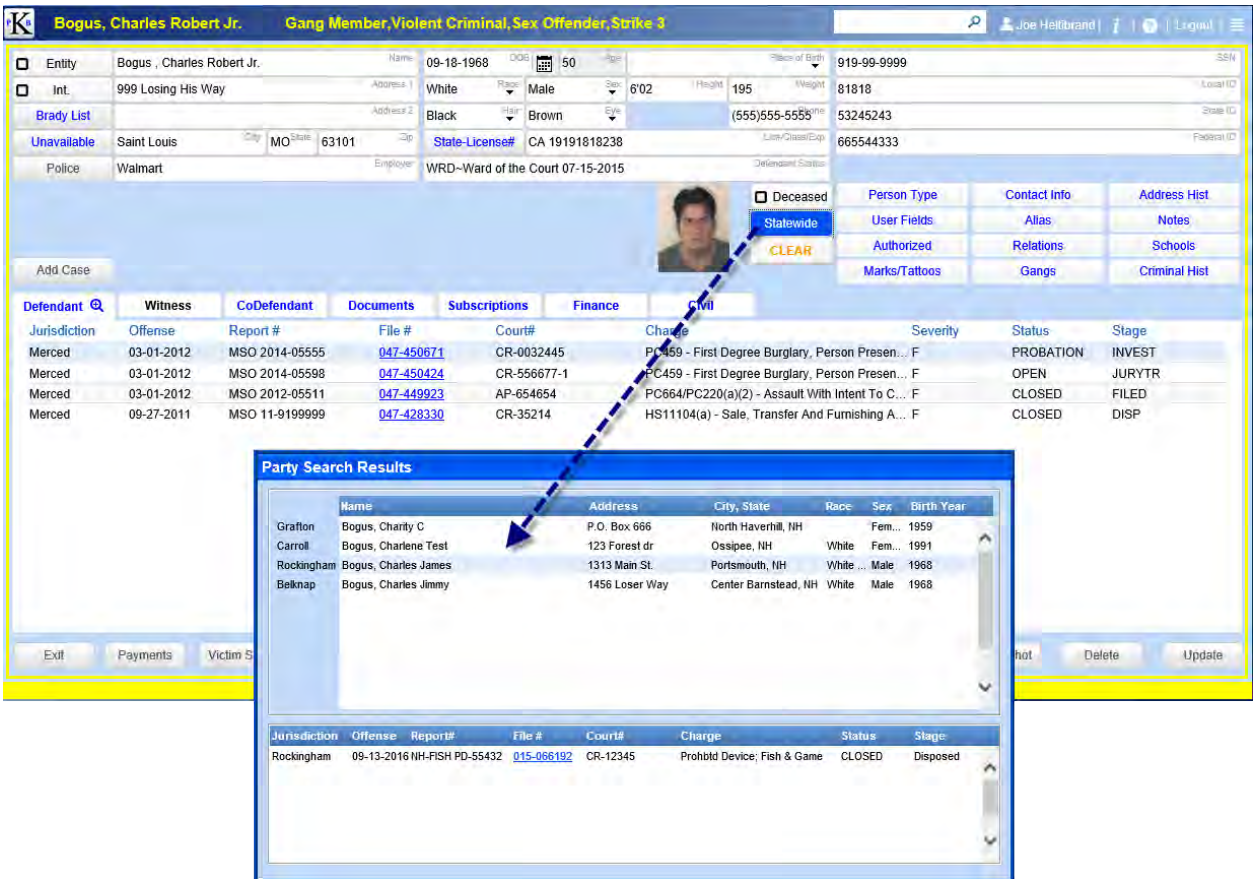
5. Upon termination of this MOU, Contractor agrees to return or destroy all data that is cached on HOSTEDbyKarpel for use by the Statewide Search function.

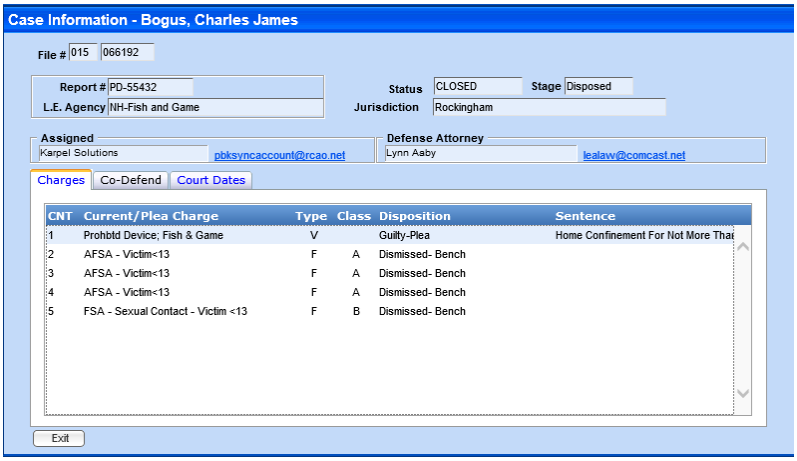
**SO AGREED,** the parties below have executed this MOU by the signatures of the authorized representative of the Contributing Party on the dates indicated below.

| **PIMA COUNTY, Arizona** | **KARPEL SOLUTIONS** |
| --- | --- |
| _____ | _____ |
| Signature | Signature |
| _____ | _____ |
| Printed Name | Printed Name |
| _____ | _____ |
| Title | Title |
| _____ | _____ |
| Date | Date |

## Statewide Data Sharing Portal Details

When PROSECUTORbyKarpel recognizes identical Persons in the Statewide Data Sharing Portal, the Statewide button will automatically turn blue. Selecting the Statewide button will show the data in the portal as seen below.




**END OF EXHIBIT D**

## Appendix A

### Contract Provisions for Non–Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non–Federal entity, County is required to include the following additional provisions, as applicable, under 2 C.F.R. Pt. 200, Appendix II.

(A) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(B) Davis–Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non–Federal entities must include a provision for compliance with the Davis–Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non–Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non–Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti–Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non–Federal entity must report all suspected or reported violations to the Federal awarding agency.

(C) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non–Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of

supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(D) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(E) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non–Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(F) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(G) Byrd Anti–Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non–Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non–Federal award.

(H) *See* § 200.323, Procurement of recovered materials.

(I) *See* § 200.216, Prohibition on certain telecommunications and video surveillance services or equipment.

(J) *See* § 200.322, Domestic preference for procurements.

**END OF APPENDIX A**