## **COUNTY OF FRESNO**



## REQUEST FOR PROPOSAL

NUMBER: 18-011

# DATA MANAGEMENT SYSTEM FOR DEPARTMENT OF PUBLIC HEALTH

Issue Date: September 29, 2017

Closing Date: November 15, 2017 at 2:00 PM

All Questions and Proposals must be electronically submitted on the Bid Page on Public Purchase.

For assistance, contact Shannon W. Kirby at Phone (559) 600-7116.

Ondersigned agrees to furni	Bid must be signed and o	dated by an authorized offi		ces and terms stated in	uns Ki i .
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COMPANY					
ADDRESS					
CITY ( )			STATE	ZIP CODE	
TELEPHONE NUMBER		E-MAIL ADDRES	S		
SIGNATURE					
PRINT NAME		TITLE			

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#### **OVERVIEW**

The County of Fresno on behalf of the Department of Public Health (DPH), Environmental Health Division (EHD) is interested in replacing their current Environmental Health (EH) data management system (DMS), EnvisionConnect by Accela, which tracks owners, facilities, programs, inspections, complaints, service requests, special events, wells, permitting, employee training, reporting, and billing, and interfaces with other systems, such as the California Environmental Reporting System (CERS) and Laserfiche. EHD's strategy calls for a hosted or in-house environment installation of a proven system from a vendor who will provide on-going support. The system is expected to be a user-friendly and technologically current integrated system. It must have been successfully deployed and fully operational for at least one year at the time of proposal evaluation for a current client which is similar in size and complexity to EHD. EHD has approximately 110 users, serving 12,000 facilities with 36,500+ records.

The County of Fresno is located near the center of California's San Joaquin Valley. The county's western boundary peaks reach a height of over 4,000 feet while some peaks along the crest of the Sierra Nevada, the County's eastern boundary, exceed 14,000 feet. The valley floor in between is fifty to sixty miles wide and has and elevation near the city of Fresno of about 325 feet. The temperatures within San Joaquin Valley can range from 0°F-120°F.

The County of Fresno comprises 6,018 square miles with a population of 965,974 as of 2014. There are 15 incorporated cities within the County of Fresno.

### **KEY DATES**

RFP Issue Date: September 29, 2017

Bidders' Conference: October 17, 2017 at 10:00 AM Vendors are to contact Shannon W. Kirby Skype for Business Meeting:

at (559) 600-7116 or

countypurchasing@co.fresno.ca.us to

conference Call #: (559) 600-9870

Conference ID: 718450

receive a Skype invitation to the Conference ID: 7184: conference call.

(Skype for Business is not required to participate. The link provided in the emailed invitation will open Skype for Business in any web browser.)

Written Questions for RFP Due: October 24, 2017 at 10:00 AM

Questions must be submitted on the Bid Page.

RFP Closing Date: November 15, 2017 at 2:00 PM

Proposals must be electronically submitted on the Bid

Page.

#### **BIDDERS' CONFERENCE & SITE INSPECTION:**

A bidders' conference will be held, via Skype, in which the scope of the project and proposal requirements will be explained. Addenda will be prepared and distributed to all bidders if questions are submitted.

Bidders are to contact Shannon W. Kirby at County of Fresno - Purchasing, skirby@co.fresno.ca.us, if they are planning to participate.

## **GENERAL REQUIREMENTS & CONDITIONS**

**TERM**: It is County's intent to contract with the successful bidder for a term of three years with the option to renew for up to two additional one year periods based on mutual written consent.

The County reserves the right to terminate any resulting contract upon written notice.

<u>AWARD</u>: The award will be made to the vendor offering the proposal that is deemed the most advantageous to the County. The award will be determined by factors other than price alone. Past performance and references may factor into the tentative awarding of a contract. The County will be the sole judge in making such determination. The County reserves the right to reject any and all proposals. Award Notices are tentative. Acceptance of an offer made in response to this RFP shall occur only upon execution of an agreement by both parties or issuance of a valid Purchase Order by Purchasing. After award, all bids shall be open to public inspection. The County assumes no responsibility for the confidentiality of information offered in a bid.

Award may require approval by the County of Fresno – Board of Supervisors.

<u>PARTICIPATION</u>: The bidder may agree to extend the terms of the resulting contract to other political subdivisions, municipalities, and tax-supported agencies. Such participating governmental bodies may make purchases in their own name, make payment directly to the bidder, and be liable directly to the bidder, holding the County of Fresno harmless.

**CONFIDENTIALITY:** Services performed by the bidder shall be in strict conformance with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality, including but not limited to, California Civil Code, California Welfare and Institutions Code, Health and Safety Code, California Code of Regulations, Code of Federal Regulations.

The bidder shall submit to County's monitoring of said compliance.

The bidder may be a Business associate of County, as that term is defined in the "Privacy Rule" enacted by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). As a HIPAA Business Associate, vendor may use or disclose protected health information ("PHI") to perform functions, activities or services for or on behalf of County, as specified by the County, provided that such use or disclosure shall not violate HIPAA and its implementing regulations. The uses and disclosures of PHI may not be more expansive than those applicable to County, as the "Covered Entity" under HIPAA's Privacy Rule, except as authorized for management, administrative or legal responsibilities of the Business Associate.

The bidder shall not use or further disclose PHI other than as permitted or required by the County, or as required by law without written notice to the County. The bidder shall ensure that any agent, including any subcontractor, to which vendor provides PHI received from, or created or received by the vendor on behalf of County, shall comply with the same restrictions and conditions with respect to such information.

<u>SELF-DEALING TRANSACTION DISCLOSURE</u>: Contractor agrees that when operating as a corporation (a for-profit or non-profit corporation), or if during the term of the agreement the Contractor changes its status to operate as a corporation, members of the Contractor's Board of Directors shall disclose any self-dealing transactions that they are a party to while Contractor is providing goods or performing services under the agreement with the County. A self-dealing transaction shall mean a transaction to which the Contractor is a party and in which one or more of its directors has a material financial interest. Members of the Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a Fresno County Self-Dealing Transaction Disclosure Form and submitting it to the County prior to commencing with the self-dealing transaction or immediately thereafter.

**LOCAL VENDOR PREFERENCE**: The Local Vendor Preference **does not** apply to this Request for Proposal.

<u>CONFLICT OF INTEREST</u>: The County shall not contract with, and shall reject any bid or proposal submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

- 1. Employees of the County or public agencies for which the Board of Supervisors is the governing body.
- 2. Profit-making firms or businesses in which employees described in Subsection (1) serve as officers, principals, partners or major shareholders.
- 3. Persons who, within the immediately preceding twelve (12) months, came within the provisions of Subsection (1), and who were employees in positions of substantial responsibility in the area of service to be performed by the contract, or participated in any way in developing the contract or its service specifications.
- 4. Profit-making firms or businesses in which the former employees described in Subsection (3) serve as officers, principals, partners or major shareholders.
- 5. No County employee, whose position in the County enables him to influence the selection of a contractor for this RFP, or any competing RFP, and no spouse or economic dependent of such employee, shall be employees in any capacity by a bidder, or have any other direct or indirect financial interest in the selection of a contractor.
- 6. In addition, no County employee will be employed by the selected vendor to fulfill the vendor's contractual obligations to the County.

<u>DISCLOSURE</u>: The bidder is required to disclose if, within the three-year period preceding the proposal, their owners, officers, corporate managers and partners have been convicted of, or had a civil judgment rendered against them for:

- fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
- violation of a federal or state antitrust statute;
- embezzlement, theft, forgery, bribery, falsification, or destruction of records; or
- false statements or receipt of stolen property

Within a three-year period preceding their proposal, they have had a public transaction (federal, state, or local) terminated for cause or default.

<u>ORDINANCE 3.08.130 – POST-SEPARATION EMPLOYMENT PROHIBITED</u>: No officer or employee of the County who separates from County service shall for a period of one year after separation enter into any employment, contract, or other compensation arrangement with any County consultant, vendor, or other County provider of goods, materials, or services, where the officer or employee participated in any part of the decision making process that led to the County relationship with the consultant, vendor or other County provider of goods, materials or services.

Pursuant to Government Code section 25132(a), a violation of the ordinance may be enjoined by an injunction in a civil lawsuit, or prosecuted as a criminal misdemeanor.

<u>TIE BIDS</u>: In the event of a tie score between two or more proposals at the completion of the evaluation process, the evaluation team will break the tie by re-evaluating the proposals and coming to a consensus on which proposal to award. Additional information or interviews may be requested from bidders with the tied proposals.

<u>DATA SECURITY</u>: Individuals and/or agencies that enter into a contractual relationship with the County for the purpose of providing services must employ adequate controls and data security measures, both internally and externally to ensure and protect the confidential information and/or data provided to contractor by the County, preventing the potential loss, misappropriation or inadvertent access, viewing, use or disclosure of County data including sensitive or personal client information; abuse of County resources; and/or disruption to County operations.

Individuals and/or agencies may not connect to or use County networks/systems via personally owned mobile, wireless or handheld devices unless authorized by County for telecommuting purposes and provide a

secure connection; up to date virus protection and mobile devices must have the remote wipe feature enabled. Computers or computer peripherals including mobile storage devices may not be used (County or Contractor device) or brought in for use into the County's system(s) without prior authorization from County's Chief Information Officer and/or designee(s).

No storage of County's private, confidential or sensitive data on any hard-disk drive, portable storage device or remote storage installation unless encrypted according to advance encryption standards (AES of 128 bit or higher).

The County will immediately be notified of any violations, breaches or potential breaches of security related to County's confidential information, data and/or data processing equipment which stores or processes County data, internally or externally.

County shall provide oversight to Contractor's response to all incidents arising from a possible breach of security related to County's confidential client information. Contractor will be responsible to issue any notification to affected individuals as required by law or as deemed necessary by County in its sole discretion. Contractor will be responsible for all costs incurred as a result of providing the required notification.

<u>AUDITS & RETENTION</u>: The Contractor shall maintain in good and legible condition all books, documents, papers, data files and other records related to its performance under this contract. Such records shall be complete and available to Fresno County, the State of California, the federal government or their duly authorized representatives for the purpose of audit, examination, or copying during the term of the contract and for a period of at least three (3) years following the County's final payment under the contract or until conclusion of any pending matter (e.g., litigation or audit), whichever is later. Such records must be retained in the manner described above until all pending matters are closed.

**E-PAYMENT OPTIONS**: The County of Fresno provides an E-pay Program which involves payment of invoices by a secure Visa account number assigned to the supplier after award of contract. Notification of payments and required invoice information are issued to the supplier's designated Accounts Receivable contact by e-mail remittance advice at time of payment. To learn more about the benefits of an E-pay Program, how it works, and obtain answers to frequently asked questions, click or copy and paste the following URL into your browser: <a href="www.bankofamerica.com/epayablesvendors">www.bankofamerica.com/epayablesvendors</a> or call Fresno County Accounts Payable, 559-600-3609.

**DISPUTE RESOLUTION:** The ensuing contract shall be governed by the laws of the State of California.

Any claim which cannot be amicably settled without court action will be litigated in the U. S. District Court for the Eastern District of California in Fresno, CA or in a state court for Fresno County.

**ASSIGNMENTS:** The ensuing proposed contract will provide that the vendor may not assign any payment or portions of payments without prior written consent of the County of Fresno.

ASSURANCES: Any contract awarded under this RFP must be carried out in full compliance with The Civil Rights Act of 1964, The Americans With Disabilities Act of 1990, their subsequent amendments, and any and all other laws protecting the rights of individuals and agencies. The County of Fresno has a zero tolerance for discrimination, implied or expressed, and wants to ensure that policy continues under this RFP. The contractor must also guarantee that services, or workmanship, provided will be performed in compliance with all applicable local, state, or federal laws and regulations pertinent to the types of services, or project, of the nature required under this RFP. In addition, the contractor may be required to provide evidence substantiating that their employees have the necessary skills and training to perform the required services or work.

<u>LICENSES AND CERTIFICATIONS</u>: Any license(s) and/or certification(s) required in this RFP must be obtained by the bidder prior to submitting a proposal and must be active and in good standing. Proposals submitted without the proper license(s) and/or certification(s) will be deemed non-responsive.

<u>PUBLIC CONTRACT CODE SECTION 7028.15</u>: Where the State of California requires a Contractor's license; it is a misdemeanor for any person to submit a bid unless specifically exempted.

#### INSURANCE REQUIREMENTS

Without limiting the County's right to obtain indemnification from contractor or any third parties, contractor, at its sole expense, shall maintain in full force and effect, the following insurance policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

- A. <u>Commercial General Liability</u>: Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000). This policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of this contract.
- B. <u>Automobile Liability</u>: Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred Thousand Dollars (\$500,000.00) per accident and for property damages of not less than Fifty Thousand Dollars (\$50,000.00), or such coverage with a combined single limit of Five Hundred Thousand Dollars (\$500,000.00). Coverage should include owned and non-owned vehicles used in connection with this Agreement.
- C. <u>Professional Liability</u>: If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.
  - This coverage shall be issued on a per claim basis. Contractor agrees that it shall maintain, at its sole expense, in full force and effect for a period of three years following the termination of this Agreement, one or more policies of professional liability insurance with limits of coverage as specified herein.
- Worker's Compensation: A policy of Worker's Compensation insurance as may be required by the California Labor Code.

Contractor shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees shall be excess only and not contributing with insurance provided under Contractor's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to County.

Within thirty (30) days from the date Contractor executes this Agreement, Contractor shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the County of Fresno, Internal Services, Attn: Selina Sanchez, 333 W. Pontiac Way, Clovis, CA 93612, stating that such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees, shall be excess only and not contributing with insurance provided under Contractor's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to County.

In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, the County may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

All policies shall be with admitted insurers licensed to do business in the State of California. Insurance purchased shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

## **BID INSTRUCTIONS**

- All prices and notations must be typed or written in ink.
- Unless otherwise noted, prices shall remain firm for 180 days after the closing date of the bid.
- Proposals must be electronically submitted on the forms provided in this RFP with all pages numbered.
- Additional material may be submitted with the proposal as attachments. Any additional descriptive
  material that is used in support of any information in your proposal must be referenced by the appropriate
  paragraph(s) and page number(s).
- Bidders must electronically submit their proposal in .pdf format, no later than the proposal closing date
  and time as stated on the front of this document, to the Bid Page on Public Purchase. The County will not
  be responsible for and will not accept late bids due to slow internet connection or incomplete
  transmissions.
- County of Fresno will not be held liable for any costs incurred by vendors in responding to this RFP.
- Bidders are instructed not to submit confidential, proprietary and related information within the request for proposal. If you are submitting trade secrets, it must be electronically submitted in a separate PDF file clearly named "TRADE SECRETS" and marked as Confidential, see Trade Secret Acknowledgement section.
- If a bidder finds any discrepancies or has any questions, submit all inquiries to the Bid Page on Public Purchase or contact Shannon W. Kirby at (559) 600-7116. Any change in the RFP will be made only by written addendum issued by the County. The County will not be responsible for any other explanations or interpretations.
- Failure to respond to all questions or to not supply the requested information could result in rejection of your proposal. Merely offering to meet the specifications is insufficient and will not be accepted. Each bidder shall submit a complete proposal with all information requested.
- Proposals received after the closing date and time will NOT be considered.
- Proposals will be evaluated by an evaluation team led by County Purchasing and may consist of County
  of Fresno department staff, community representatives from advisory boards, and other members as
  appropriate. If a proposal does not respond adequately to the RFP or the bidder is deemed unsuitable or
  incapable of delivering services, the proposal may be eliminated from consideration. Upon review and
  evaluation, the evaluation team will make the final recommendation to the County department.
- Appeals must be submitted in writing within seven (7) working days after notification of proposed recommendations for award. A "Notice of Award" is not an indication of County's acceptance of an offer made in response to this RFP. Appeals shall be submitted to County of Fresno Purchasing, 4525 E. Hamilton Avenue 2<sup>nd</sup> Floor, Fresno, California 93702-4599 <u>and</u> in Word format to <u>gcornuelle@co.fresno.ca.us</u>. Appeals should address only areas regarding RFP contradictions, procurement errors, proposal rating discrepancies, legality of procurement context, conflict of interest, and inappropriate or unfair competitive procurement grievance regarding the RFP process.

Purchasing will provide a written response to the complainant within seven (7) working days unless the complainant is notified more time is required. If the appealing bidder is not satisfied with the decision of Purchasing, he/she shall have the right to appeal to the County Administrative Office within seven (7) working days after Purchasing's notification; if the appealing bidder is not satisfied with CAO's decision, the final appeal is with the Board of Supervisors. Please contact Purchasing if the appeal will be going to the Board of Supervisors.

• All communication regarding this RFP shall be directed to an authorized representative of County Purchasing. The specific Analyst managing this RFP is identified on the cover page, along with his or her contact information, and he or she should be the primary point of contact for discussions or information pertaining to the RFP. Contact with any other County representative, including elected officials, for the purpose of discussing this RFP, its content, or any other issue concerning it, is prohibited unless authorized by Purchasing. Violation of this clause, by the vendor having unauthorized contact (verbally or in writing) with such other County representatives, may constitute grounds for rejection by Purchasing of the vendor's quotation.

The above stated restriction on vendor contact with County representatives shall apply until the County has awarded a purchase order or contract to a vendor or vendors, except as follows. First, in the event that a vendor initiates a formal appeal against the RFP, such vendor may contact the Purchasing Manager who manages that appeal as outlined in the County's established appeal procedures. All such contact must be in accordance with the sequence set forth under the appeal procedures. Second, in the event a public hearing is scheduled before the Board of Supervisors to hear testimony prior to its approval of a purchase order or contract, any vendor may address the Board at scheduled Board Meeting.

#### SCOPE OF WORK

The County of Fresno on behalf of the Department of Public Health, Environment Health Division is requesting proposals from qualified vendors to provide an Environmental Health Data Management System. The goals for usage of this system will be:

- Creating owner, facility, and program records.
- Scheduling inspections and permitting activities.
- Tracking violations, enforcement actions, and employee activities.
- Invoicing and collecting fees and surcharges and displayed on a ledger.
- Printing of invoices, permits, and other reoccurring forms and reports.
- Providing a mobile field-based inspection process.
- Providing a public portal for document submission.
- Providing reports and create ad-hoc reports as needed or as required.

The objectives of EHD are to acquire and implement an EH DMS, preferably Web-based and on-premise, which provides required functionality. EHD anticipates the installation of a new system will improve the collection of data related inspection, enforcement, and collection of fees. The system should be a reliable, cost-effective system that serves as an effective and efficient facility management tool, and assists EHD in managing employee day-to-day work flow, activities, and training information.

#### **SYSTEM ARCHITECTURE**

The EH DMS must provide the specific functionality required to support EHD programs and compatibility with the broader architecture components required by County of Fresno Internal Services Department (ISD).

Describe how your proposed system is consistent or compatible with the following desired architecture components by identifying the section and including the statement in your response to each item.

- A. Browser-based, non-mainframe system architecture that maintains a centralized data repository and processes that data on a central application server.
- B. Operate on data network developed and maintained by ISD and Department of Public Health Information Systems Division (DPH ISD), which will include Local and Wide Area Networks (LAN/WAN).
- C. Hardware, operating system, database management system, and programming languages that are current and commonly used in the Information Technology (IT) industry.
- D. An application programming interface (API).
- E. A software development kit (SDK).
- F. Provide high-level diagrams of the overall proposed/recommended system including inbound and outbound information flows through the different components of your system.
- G. Provide a description of who/where the various components fit in the overall system. Indicate where each component resides, i.e., server, desktop PC, mobile device, etc.
- H. Describe what is provided to your customers, i.e., source code, object code, manuals, documentation, sample reports, etc.

#### SCOPE OF WORK PROPOSAL REQUIREMENTS

#### I. OBJECTIVES

Pursuant to instructions included in this RFP, Proposal Content Requirements, a bidder's proposal shall include a response to the following:

<u>Describe how your proposed EDH would attain each of the business objectives identified below by</u> identifying the section and including the statement in your response to each item.

- A. Provide a user-friendly, functionally rich, and technologically current integrated system with environmental health functionality. It must have been successfully and fully operational for at least one year at the time of proposal evaluation, for an environmental health client which is similar in size and complexity to the EHD.
- B. Provide an existing application system with an operationally proven software package that can be customized and implemented quickly so that its benefits can begin to accrue within a reasonable period of time.
- C. Remain current with general information technology industry standards.
- D. Have the ability to import or incorporate laws, regulations, standardized comments, inspection checklists, or other criteria for such functions as inspection reports, violations notices, and enforcement actions.
- E. Minimize unnecessary, redundant data entry into multiple systems, by maximizing the use of automated system interfaces, or integration, as needed between the EH DMS and CERS, CUBS, SWIS, and/or other external systems.
- F. Provide an application programming interface (API) to interface with other systems. (i.e., CERS, Health Inspection Network, Laserfiche tie-in)
- G. Support time management and user productivity tracking.
- H. Provide strong end-user, ad hoc data access, and reporting capabilities.
- I. Provide staff with a mobile field-based inspection process that can work in an online/offline mode and will capture and retrieve photographs, documents, and have electronic signature capability.
- J. Provide a public portal process that allows submission of applications, supporting documents, and payments by the public for EHD staff review, and automatic data transfer the EH DMS.
- K. Promote the development and implementation of common outcome and other performance measures across multiple programs to improve their effectiveness and comparability.
- L. Have a consistent and uniformly enforced security model, which includes authentication, precise access control to information, and auditing capabilities. This model should support the client/server components of the application and provide role-based access to appropriate functionality and data.
- M. Provide ability to backup and recovery database and application.

#### II. <u>COMPANY STRUCTURE</u>

The vendor must have organization and management structure adequate and appropriate for overseeing and supporting the proposed services, and must provide sufficient management, customer service, and technical support staffing levels to sustain the EH DMS.

Identify the section and include the question/statement in your response to each item.

- A. Describe your organization's company structure in detail.
- B. How many project managers, customer service, and/or technical support staff would be assigned and available to assist and support the EH DMS project, initially through implementation, and ongoing for maintenance?
- C. How many clients are using the proposed solution?
- D. How long has the solution been in a production mode for these clients?

- E. What are the characteristics of those organizations in respect to size and complexity?
- F. What is the current release of the product?
- G. When was the software first developed and what has been the release history?
- H. What new services or features do you plan to offer in the near future? In what timeframe?
- I. The vendor should provide opportunity for online user community groups, or similar, by which problem and report solutions are easily shared with and received from other agencies.

#### III. TECHNOLOGY REQUIREMENTS

The EH DMS must be capable of operating within the existing Fresno County IT environment including its Local and Wide Area data network and hardware and software infrastructure. It must comply with internal County IT standards so the application does not require its own separate technical environment, and have the capability of inter-operating, integrating, and/or interfacing with County and/or other systems as well as with standard office automation products.

<u>Identify the section and include the statement in your response to each item.</u>

- A. The application must support a responsive design.
- B. The application should comply with Section 508 ADA.
- C. The application must run on a client operating system that is consistently and currently supported by the operating system vendor. Applications under maintenance are expected to always be current in regard to the required client O/S. No outdated or unsupported client O/S will be implemented on the County network.
- D. In order to support a secure environment, the application must run on the latest supported release of any required third-party software, such as JAVA, Flash, etc. within 30 days of release.
- E. Should the EH DMS require installation of software on the client PC, the EH DMS will not be installed under a specific User Profile. It must install and be available to all users on the all users' desktop.
- F. Administrative rights will not be granted to either the client or the server in order for a user to perform day to day operations of the EH DMS. An account may be granted elevated privileges in order to do data collection.
- G. The EH DMS must use generally accepted IT industry methodologies for software design, especially for external data exchange interfaces, Application Programming Interfaces (APIs), and interfaces to common infrastructure support services
- H. Respondents must describe the technology underlying your proposed solution and the extent of its compatibility with the Fresno County IT standards described above.
- I. Respondents must fully describe the hardware, software, and network capability required to implement and operate the proposed system for current user and client volumes, as well as to accommodate a potential 15% annual increase over a five year period.
- J. Respondents must identify the specifications and quantity of each hardware, software, network or telecommunications component required to operate the proposed system at the performance levels specified above.

#### IV. GENERAL CAPABILITIES AND FUNCTIONS

Address how your proposed system meets the following general, non-function specific requirements by identifying the section and including the statement in your response to each item.

- A. The system should be based on a Graphical User Interface (GUI) with graphical screen objects such as radio buttons, drop down lists, tabs, etc. used to select and activate functions rather than entry into text based screens. Screens should support flexible and direct screen navigation rather than hierarchical navigation through multiple levels. A browser-compatible GUI is also acceptable.
- B. The system should allow the ability for designated users to create and update user-defined fields and forms.
- C. The system should allow enhanced end-user reporting to assist the end-user through comprehensive reporting and analysis tools, which are part of the application system and through

- the ability to extract and download data into IT-approved desktop end-user report tools, such as those found in the Microsoft Office Suite.
- D. The system should allow designated users with the ability to generate on-line alerts, e-mails, tickler lists, and/or reports to remind staff and supervisors of scheduled pending, overdue, or potentially noteworthy activities or statuses, i.e., alerts for re-inspections and follow-up activities.
- E. The system should have the option to establish automated workflow processes for billing, penalization and permitting, scheduled inspections and follow-ups, and routes for reviews, follow up tasks, and closures.
- F. The system should have the ability to integrate/interface with current County systems and other vendors' application software that may be implemented or acquired by EHD.
- G. The system should have the ability to perform comprehensive data validation checks and enforcement of data integrity across all system transactions, including spell-check.
- H. The system should be fault tolerant, 24/7 access with a minimum of 99% up-time reliability through hardware and software fault tolerance methods and without scheduled downtime.
- The system should contain an audit trail which records all system transactions and which identify
  the date and time of the change, the user making changes, and the pre- and post-change images
  of any affected data.
- J. The system should maintain multiple segments of history on values of key fields such as addresses, phone numbers, alias names, and others where changes are likely and previous values should be maintained.
- K. The system should possess data back-up, restore, and archive capabilities, which include the ability to select data to be archived in accordance with user defined specifications. Checkpoint restart recovery capability is desired.

#### V. <u>SECURITY AND CONFIDENTIALITY</u>

The data that will be captured, processed, and reported by the proposed EH DMS system may be confidential in nature. EHD has a duty to maintain confidentiality and conform strictly to all federal, state, county, and local laws and regulations concerning the confidentiality of information.

Describe how your proposed system meets the following security and confidentiality requirements by identifying the section and including the statement in your response to each item.

- A. EHD requires that the proposed system provide a strong model for security and confidentiality, which utilizes those elements inherent to the operating system, database management system, and the application. The application must provide a great deal of granularity in controlling the system functions and data each user will be able to access. The controls should allow for defining access rights based on the following, alone, or in combination:
  - User role
  - Point of access location
  - · County network versus Web user

These mechanisms must control field, data table, screen, menus, and other access to users accessing the system either through the Fresno County network or through the Internet.

- B. The system should allow access only to those portions of the record that are relevant to the particular transaction that the person is authorized to perform within an assigned security level.
- C. B1 Level client/server software security, as defined by "Trusted Computer System Criteria", DOD 5200.28 STD, 1985. B1 security requires the ability to add trusted labels (i.e., security level identification) at the field level.
- D. Government C-2 security compliance.
- E. Public Key Infrastructure (PKI) compliance for Web-enabled software including use of encryption, digital certificates, and digital signatures.

- F. Requires both a sign-on identification and password for access or utilize Windows Certification protocol.
- G. The system should provide a method for users to change their individual password.
- H. The system shall accommodate required changes of passwords every thirty days, or some other interval as specified by Fresno County.
- The system shall declare a log-on as unsuccessful after three successive tries with an incorrect name or password. The number of successive tries shall be a parameter that may be modified by the system administrator.
- J. The system shall provide an exception report of all unsuccessful attempts to log on or attempts to make unauthorized changes.
- K. The system must provide a way for System Administrators to add new users, delete existing users, modify, and change access roles.
- L. The system must employ a role-based security that allows/disallows user access to functional areas based on user security level, and differentiates between read and write ability, as well as access to reports.
- M. The system must have multiple levels of access that allow access only to those portions of the record, and possibly field level of security, that are relevant to the particular transaction that the person is authorized to perform within an assigned role and security level.

#### VI. FUNCTIONAL REQUIREMENTS

<u>Describe how your company will perform the functional requirements by identifying the section and including the statement in each response.</u>

EHD staff have identified a number of core functional requirements of the EH DMS, described as follows:

#### A. General Data Management

- 1. The system must have an overall ease of workflow inherent to your system's design and architecture from point of contact with a new business owner through routine inspection of the facility.
- 2. The system should allow for flexibility in the workflow model, and easily allow for EHD to implement changes as needed.
- 3. The system must include spelling check for accurate data entry.
- 4. The system must include short-cut keys for efficient data entry.
- 5. The system should allow for connection to or tie-in to on-line services, references, and manuals, for example, the California Food Code, Safety Data Sheets, Intra and Internet sites.
- 6. The system must generate and print both standard or custom and branded permits, forms, applications, certificates, inspection forms/reports, mailing labels, etc.
- 7. The system must have editable letter templates that can be used to correspond with applicants and can be populated automatically with relevant information.
- 8. The system must include the ability for System Administrators to configure data items and data entry forms. The system must be flexible enough to allow for the editing, placement, and movement of data fields by the System Administrator without the need for a programmer.
- 9. The system must allow System Administrators the option to make certain desired data elements required.
- 10. The system must allow System Administrators the ability to add instructions/additional information to forms or screens.
- 11. The system must allow System Administrators the ability to change the field labels to fit EHD terminology.
- 12. The system must allow for the addition of pop up information/clarification at data entry workflows for staff, and the public for public-facing forms utilizing a public portal. Examples of pop ups include rules, regulations, tips, etc.

- 13. The system must allow for users to have multiple windows open, allow ease of navigation and moving between various forms or screens, and include the ability to launch new workflows quickly and with limited navigation.
- 14. The system must generate unique, sequential record identification numbers.
- 15. The system should allow for the capture of multiple agency identification numbers, for example, California Environmental Reporting System ID, Solid Waste Information System ID, California Driver License, Contractor ID, Plant ID, etc.
- 16. System Administrators must have the ability to change business rules by adding or changing configuration as necessary, without the need for a programmer or vendor work-order.
- 17. The system must allow users to use/access several records at one time.
- 18. The system allow users to view and link to all related records from one record.
- 19. The system must provide versatile and comprehensive record searching, look-up, and sorting, for example, query records by street name, facility name, owner name, inspector name; query records by ID numbers; program types/identifiers, etc.
- 20. The system must allow for the creation of user-defined forms and fields.
- 21. The system should allow for designated EHD staff to easily identify and merge duplicate records.
- 22. The system should provide for attaching and storing photographs, scanned images, documents, and other program specific forms with the facility, program, complaint, service request or special event record in a variety of digital file formats (.doc, .xls, .dwg, .shp, .jpg, .pdf, etc.).
- 23. The system must perform data exchanges with both the public portal and CERS as per the CalEPA Electronic Data Transfer (EDT) endpoints Tiers 1 through 6.

#### B. Owner and Business

- 1. The system must capture and track at least the following business owner demographic data, including but not limited to:
  - Owner name and address; must allow for multiple names and addresses, such as Partnerships, Doing Business As, street address, mailing address phone numbers, e-mail address
  - Comments or Notes
- 2. The system must capture and track at least the following facility data, including but not limited to:
  - Facility Name
  - Site Address and Phone Numbers; must allow for multiple addresses and phone numbers such as street address, mailing address, phone number, e-mail address
  - GIS Latitude and Longitude Coordinates
  - City Code
  - Assessor's Parcel Number (APN)
  - Census Tract
  - Facility Status, which is linked to the activity of the permit or program type records related to that facility; examples of statuses would be Active, Closed
  - Contractor/Agent/Certified Professional information, including certification expiration date name and title of certifier, and type of certification, for example, for certified food managers, underground storage tank designated operators
- 3. The system must retain all owner name and address history to be captured and used interchangeably for one facility.

- 4. They system must allow EHD to easily transfer ownership between owners, and define which, if any, related records (inspections/violations, invoices/account information etc.) should also be transferred.
- 5. The system must provide for identifying facilities that share a physical location, for example, strip malls with no unit numbers, commercial establishment renting space to numerous licensees, etc.
- 6. The system should have the ability to map GIS coordinated from facility addresses, and display exact location on a map, for example, *Google Earth*

#### C. Programs and Permits

- 1. The system must capture activity for programs, including but not limited to:
  - Animal Control
  - Body Art
  - Consumer Food
  - Dog Licensing
  - Employee Housing
  - Hazardous Materials/Certified Unified Program Agency (CUPA)
  - Institutional Health
  - Land Use
  - Lead Hazard Remediation and Surveillance
  - Liquid Waste
  - Milk and Dairy
  - Noise
  - Organized Camps
  - Rabies Control
  - Recreational Health
  - Solid Waste
  - Substandard Housing
  - Vector Control
  - Waste Tire Enforcement
  - Water Wells
  - Water System
- 2. The system should allow for the use of standardized business type and chemical type codes, for example *NAICS*, *CAS*
- 3. The system must capture program information, including but not limited to:
  - Type of Business
  - · Status of Business and Date of Status Change, and historical tracking
  - BOE ID, EPA ID, CERS ID, SWIS ID, and other related Identification Numbers for certain business types
  - Employee Assigned to business/facility/program activity

- Contract name, Title, Phone Numbers for contacts related to the business/facility/program activity, for example, for emergency notifications
- 4. The system should allow for issuance of specific licenses and registrations, for example, dog licenses, body art practitioner registration.
- 5. The system should allow complete permit histories to be accessible by facility address, APN, permit ID, and/or geographic location.
- 6. The system must have the ability to generate permits based upon full payment of fees.
- 7. The permit must display time period.
- 8. The permit must display each active program.
- 9. The system must capture permit conditions based upon the specific program activity.
- 10. The system must allow the ability to flag fee exempt facilities and produce permits based on permitting criteria.
- 11. The system must allow for multiple permits at one facility to be consolidated onto one permit with one renewal date. EHD should have the ability to generate custom renewal due dates based on business rules.
- 12. The system must allow EHD to easily view related financial information while displaying the program and permit information.
- 13. The system must provide an automated method to display a "red flag" or a hold indicator to permits that have open violations, or outstanding fees, preventing further action or permit renewal until open violations have been corrected and fees have been paid.
- 14. The system must have data fields defined by the California Code of Regulations, Title 27, Division 3, Subdivision 1- Data Dictionary. These fields must meet the XML Schema (XML Tag) reference for all data fields defined in the Unified Program Data Dictionary, used by businesses and regulators to fulfill the Unified Program requirements for electronic reporting.
- 15. The system must allow for use of external standardized code sets, for example, Environmental Protection Agency (EPA) Analyze Codes when entering water system and water well testing results, and State Solid Waste Information System (SWIS) when entering violations on solid waste facility inspections.
- D. Daily Activity, Inspections, Violations, Complaints, Service Requests, and Enforcement
  - 1. The system must track and record the daily activities, site inspections, and violations, including but not limited to:
    - Date
    - Related Facility, Program
    - Employee
    - Type of Activity/Inspection/Violation
    - Reason for Activity/Inspection/Violation
    - Result of Activity/Inspection/Violation
    - Degree of Result/Violation/Compliance
    - Corrective Action
    - · Comments or Notes
  - 2. The system must track and record complaints and service requests, including but not limited to:
    - Date Received, Assigned, Resolved, Referred
    - Related Facility, Program, if applicable

- Address of Complaint/Service site location, APN, Census Tract, GIS Latitude/Longitude, and ability to map and display GIS coordinates of Complaint location on a map, if not same as/associated with a Facility
- Complainant/Service Name, Business Name if applicable, Address, Contact/Phone information
- Property Owner Address, Contact/Phone information of Complaint/Service site location, if not same as/associated with a Facility
- Owner Name, Business Name, Address, Contact/Phone information, if not same as/associated with a Facility
- Employee Taking the Complaint/Service
- Employee Assigned to Complaint/Service
- Reason for/Description of Complaint/Service
- Status of Complaint/Service activity/description
- · Comments or Notes
- 3. They system must track and record additional service request information, including but not limited to:
  - Plan Check information, if applicable
  - Contractor/Agent/Certified Professional information, including certification expiration date, name and title of certifier, and type of certification, for example, for certified food managers, underground storage tank designated operators
  - Service Comments or Notes
  - Service Amount Paid (not tied to financials)
  - Receipt Number (not tied to financials)
  - Check Number/Credit Card Number/Cash (not tied to financials)
- 4. The system must allow for complaints and service requests to either be associated with an existing facility, or stand on their own with no existing facility.
- 5. The system should have the ability to attach and store photographs, scanned images, documents in a variety of digital file formats (.doc, .xls, .dwg, .shp, .jpg, .pdf, etc.) to the Activity/Inspection/Violation/Complaint/Service Request.
- 6. The system should allow for supervisor review of daily activities, inspections, violations, complaints, service requests, and enforcement.
- 7. The system must allow for EHD to determine and set frequencies of routine inspections, and follow-up parameters for activities, inspections, violations, complaints, and service requests.
- 8. The system must have a method of tracking and alerting assigned EHD staff that routine and follow-up activities, inspections, violations, complaints, and service requests are scheduled/due, according to EHD defined parameters.
- 9. The system must allow EHD to create and define violations with associated code citation, corrective action, and standardized comments.
- 10. The system must provide an automated method to display "red flag" or hold indicator to facilities that have open violations, and removed once open violations are corrected.
- 11. The system must provide a method to track all EHD defined enforcement activities, including type of enforcement, for example, when a phone call is made, a letter is printed, hearing and appeal information, dates, and outcomes, etc.
- E. Scheduling and Staff Activity

- 1. The system must have a task assignment function of staff "to-do" items for daily planning and scheduling of initial, routine, and follow-up inspections, complaints, service requests, violations, and other related activities.
- 2. The system should support "tickler lists" for staff workload management, scheduled appointments, pending, follow-up, overdue, or potentially noteworthy activities.
- 3. The system should allow the ability for designated EHD staff to assign, reassign, and transfer facilities, programs, complaints, service requests, and special events between staff, and track changes.
- 4. The system should allow for recording and tracking staff time, travel time, and mileage of initial, routine, and follow-up inspections, complaints, service requests, violations, and other related activities.
- 5. The system should support the recording and tracking staff time for indirect services, such as community presentations, staff in-services, student training, vacation time, sick leave time, Continuing Education Units time, emergency preparedness events, and other activities.
- 6. The system should have the ability to display and report, such as in a dashboard, staff activity and productivity over a user-selected time period, for example, daily, monthly, quarterly, annually, by individual staff, or by multiple staff or groups of staff, for example, for supervisor review.

#### F. Financials

- 1. The system must generate fees based on program types.
- 2. The system must allow for multiple billing cycles for a facility, aged on 30, 60, 90, 120, 121+ day basis.
- 3. The system must allow for one debit transaction per program type which meet cyclic billing criteria, including inactive facilities and exempt status.
- 4. The system must allow designated EHD staff with the ability to edit, delete items for autocharges and penalties prior to posting.
- 5. The system must have the ability to accommodate unit rate, no unit, fixed, one-time, prorated, recurring, and discounted charges/fees.
- 6. The system must allow for specialized billing charges, penalties, and discounts based on County Fee Ordinances and other mandated requirements, such as organized camps and Federally Exempt.
- 7. The system must allow for hourly charges, with fee per minute billing.
- 8. The system must age accounts based on oldest "unpaid" debit transaction.
- 9. The system should allow a feature for "flagging" accounts for collections based on EHD defined criteria, for example, upon 120 days aged and balance of \$5.01 or more.
- 10. The system must allow EHD staff the ability to transfer payments across charges, across invoices, and across accounts, certain credit balances, by owner and/or accounts receivable, for example, in the situation where the owner of several establishments submits one payment.
- 11. The system must allow EHD staff the ability to select certain line items/transactions to remove/hide prior to billing.
- 12. The system must allow EHD staff the ability to selectively post payments, debit adjustments, credit adjustments to specific single charge, payment, debit adjustment, credit adjustment items.
- 13. The system should allow posting tracked at line item, in order for EHD staff to view the associated transactions and history of the item.
- 14. The system must facilitate open item accounting, where each financial transaction is tied to a debit transaction.
- 15. The system must allow for overpayments.
- 16. The system must calculate penalties based on the fee balance amount.

- 17. The system must allow EHD defined amount of penalization based on facility/program type.
- 18. The system should allow EHD staff the option to assess penalties in excess of original fee.
- 19. The system should have the ability to automatically assess penalties if base fee is older than 30 days.
- 20. The system should allow EHD the ability to exclude facilities from billing.
- 21. The system should allow invoices to be generated and printed in batches, and/or individually "on the fly".
- 22. The system must generate invoices and fees according to EHD defined formulas, fee schedules, and based on other criteria/codes.
- 23. The system should allow fee/discount/penalty transactions and adjustment codes to be added and edited by designated administrators.
- 24. The system should allow designated staff the ability to override fees, add re-inspection fees, or additional fees/penalties.
- 25. The system should allow for account records to be associated with an already existing facility or stand on their own, with no associated facility record, and have the option to link a standalone account with an existing owner record.
- 26. The system must allow posting of multiple forms of payment, for example, cash, checks, interfund transfers, credit cards.
- 27. The system must allow EHD the ability to customize due dates for general billing.
- 28. The system must allow designated administrators to configure payoff priority for invoices/charges.
- 29. The system should allow for comment/notes to be entered on line items, transactions, invoices, accounts, etc., to be retained historically, only editable by designated EHD staff and administrators.
- 30. The system should include auditing/tracking of all changes, transactions/code set ups/rate table entries and other system adds, edits, deletes, etc. by user to be accessible and viewed by designated EHD staff and administrators.

#### G. Mobile Inspections

- 1. The system should feature a mobile field-based inspection process, containing similar functional requirement attributes as outlined above, to track and record daily activities, site inspections, violations, complaints, and service requests off-site, in the field.
- 2. The system should allow for mobile inspections to be performed in both real-time and off-line modes, should Internet service not be available.
- 3. The system should allow for both scheduled and unscheduled inspections.
- 4. The system should allow for EHD staff to have ability to sync their inspection schedules with Microsoft Outlook.
- 5. The system should have the ability to display and report, such as in a dashboard, a work center where EHD staff can view all of the inspections assigned to them.
- 6. The system should allow for an unlimited number of unique EHD defined inspection report forms, as each form may be unique to its related program.
- 7. The system must provide the capability to capture one or more electronic signatures.
- 8. The system must be able to produce program inspection report results in .pdf file format for printing or saving or e-mailing while in the field.

#### H. Public Portals

1. The system should contain a public web portal for the public to submit applications for permits or renewals with online payments, view of inspection results, see historical permits, pay fees, and file and track complaints and service requests.

- 2. The system should allow collection of demographic data, same as Owner and Facility, from individuals who submit applications, and stored in a way that allows the individual to be associated with the facilities and permits/licenses when the permits/licenses are issued. This data should auto-populate redundant fields located in Permits.
- 3. The system should not allow the public submitter to edit the application, once the initial application is submitted. However, designated EHD should have the ability to review, edit, and approve applications and forms, for example, if all requirements were not met, with the ability for the public submitter to resubmit the form with required revisions if rejected by EHD.
- 4. The system should allow for specific permit application fields to be set as required, as determined by EHD, for the permit application to be submitted.
- 5. The system should have the ability to easily provide mobile-friendly facility information, including hazardous materials inventories, site maps, and emergency contacts, to first responders.
- 6. The system should provide the ability to send e-mail to individually selected applicants, which may include attached notices and receipts, and the ability to send e-mail to multiple/mass recipients, in groups based on upon user selected criteria, such as certain dates, activities, program types, etc.
- 7. The system should retain all e-mail communication records in a way that are easily searchable and identifiable.
- 8. The system should have the ability to auto-generate EHD pre-defined notifications for any requests or applications submitted, for example, confirming receipt of plans and whether or not the plans are approved as submitted.
- 9. The user must have the ability to edit any portion of the notification templates.
- 10. The system should allow the public submitter the ability to upload video and pictures for return to compliance documentation, including for complaints, retained/stored as part of the record/file, and easily searchable and identifiable.
- 11. The system should have the ability to accept on-line payments for corresponding permits and renewals.
- 12. The system should allow for public self-registration of secure portal user accounts, generating unique IDs and passwords, which can be reset if needed by the public portal user utilizing system prompts, with no County assistance.
- 13. The public portal must be responsive to mobile devices.

#### I. Queries and Reports

- 1. The EHD DMS must have a comprehensive reporting capability to support management, compliance, and other reporting requirements. The following types of outputs and functions must be supported:
  - Production Reports, which are predefined as to content and generated on a regular basis
  - Ad Hoc Reports, which are custom-designed for specific information need and generated on request
  - Ad Hoc Queries, or on-line request for information based on natural language-like statements for selection, extraction, and formatting of query results
  - Internal administrative and management reports used within EHD
  - State or Federal compliance reports
  - Downloads or extracts of data to desktop, database, analysis, and reporting tools
  - Electronic outputs produced on a regular or on-request basis for other organizations with which EHD must share data
  - Reports generated at user-defined frequencies, for example, daily, monthly, periodic, ongoing, etc.

- Flexibility to select and sort data elements from any module in the system using userdefined criteria
- Generate labels and/or letters based on user-defined criteria
- Ease of creating file extracts and reports into formats for input to common applications, such as Word or Excel
- 2. The system must provide an easy, simple, user-friendly yet flexible standard method for EHD to query data and create custom, ad-hoc reports, with the ability to select and sort data from any field within the system, where the design allows for partial and "wild card" queries.
- 3. The system should allow for EHD to have the ability to create queries "on the fly" and save those queries for future use.
- 4. The system should contain real-time dashboard functionality, for example, displaying dynamic charts and graphs on a user's home page.
- 5. The system should allow EHD the ability to customize reports from existing EHD DMS standard canned reports, as needed.
- 6. The system should allow EHD the ability to enter and change parameters, for example, Dates, Date Ranges, Record/Program Types, when running reports, including canned and ad-hoc.
- 7. The system should allow EHD the ability to preview a report prior to executing.
- 8. The system must allow for EHD the ability to access financial data in the form of a report sorted by various EHD-selected data fields, for example, "Financial-amount of dollars received per program per type of license or enforcement issue," "Financial-amount of dollars outstanding per program per type of license or enforcement issue," "Facilities which owe payment," etc.
- 9. The system must allow EHD the ability to be able to view status/actions required for complaints in the form of report, for example, "pending outbreaks," "complaint type totals," "pending recalls," "outstanding complaint investigations," etc.

#### VII. <u>INTERFACES</u>

The County of Fresno employs LaserFiche to image all documents related to Environmental Health. These documents must be available through the system.

Identify the section and describe how your company's system will interface with LaserFiche imaging system.

#### VIII. DATA CONVERSION

A. The vendor must be able to convert the existing data from the EnvisionConnect system into their system.

Identify the section and respond to how your company will be able to convert the existing data from the EnvisionConnect system into your system.

#### IX. <u>IMPLEMENTATION REQUIREMENTS</u>

Implementation is defined as all tasks performed by the vendor, DPH, and ISD staff related to configuring, developing interfaces, installing the system, functionally and operationally testing the system, documentation, training, and implementation.

The vendor will be responsible for tracking, resolving, or coordinating the resolution of all reported problems within the implementation date. The vendor will have staff members accessible by e-mail and/or telephone to diagnose and resolve problems.

Although ISD desires an expeditious implementation, it recognizes the implementation schedule should be realistic and consistent with the estimates of the vendor. The vendor should prepare a realistic yet aggressive implementation plan.

Identify the section and respond to how your company will perform the below tasks by including the statement in your response to each item.

#### A. Develop Project Work Plan & Implementation Schedule

- 1. The vendor will develop, and keep updated, a Project Work Plan and Implementation Schedule using Microsoft Project or other DPH/ISD approved software. The approved project plan will be the basis for tasks and responsibilities.
- The DPH and ISD Project Manager will approve changes to deliverable time frames in writing at least two weeks prior to the impacted milestones. All approved changes will be reflected in the work plan and the vendor will highlight and explain any major changes to an earlier approved version.
- 3. The vendor should identify all relevant assumptions made in the development of the project plan. All assumptions will be clearly documented; including assumptions made for development software tools, use of any third party software, County of Fresno resources providing assistance, etc.

#### B. Project Management

- 1. The vendor will manage and deliver the goods and services defined in the Scope of Work.
- 2. The vendor will provide a *project* organization chart specific to the personnel/staff assigned for the duration of the contract.
- 3. The vendor will designate a Project Manager who will have the authority to commit the resources necessary to satisfy all contractual requirements.
- 4. The vendor will utilize a comprehensive methodology for ongoing project risk management to address such issues as technical risk, resource issues, scheduling problems, readiness, etc.
- 5. The vendor will define notification and escalation procedures to address extended and unresolved problems, and system failure to the vendor Project Manager, DPH, and ISD Project Manager. The escalation procedures will include, but not be limited to the following:
  - · Conditions warranting additional help in resolving a problem
  - Time duration between escalating to the next level of support
  - A diagram depicting the various levels of response

#### C. <u>User Acceptance Testing and Corrections</u>

- 1. The vendor will conduct a User Acceptance Test to ensure DPH users are able to successfully use the EHD.
- 2. The vendor will develop test scripts, review results and recommend initial system acceptance. County users will assist in the actual test and be responsible for final approval of user acceptance test recommendations.
- 3. The vendor will make any corrections based on the results of the User Acceptance Test.

#### D. <u>Documentation</u>

- 1. The vendor will provide updated documentation in electronic form, which details how users, administrators, and IT staff perform EHD functions for the version of the system delivered.
- 2. The user manuals will present system functionality to end users in a clear, concise, non-technical manner.
- 3. All technical and end-user documentation and training materials provided by the vendor will become the property of the County of Fresno, at no additional charge.
- OPTIONAL: A corresponding on-line tutorial and/or instruction on system use for new staff is desired.

#### X. MAINTENANCE AND SUPPORT

The vendor will be responsible for maintaining and supporting all installed application software, initially under a one year warranty, beginning after full acceptance of the system, upon implementation. Further support will be provided under ongoing software maintenance renewals.

Upon payment of annual maintenance, the cost of support will be borne by the vendor unless issues are directly attributable to malfunctioning hardware, network, operating system or other system components whose operation and maintenance is the responsibility of ISD.

Identify the section and describe how your company will perform the maintenance and support by including the statement in each response.

- A. Develop procedures and establish notification for distribution of any software upgrades or version replacements to which DPH is entitled under the software maintenance agreement, along with updated user and operational documentation, and assist in its installation in the test environment and migration to production.
- B. Maintain compatibility and integration with any third party reporting tools that have been implemented as part of the contract. Should any of these packages be upgraded, ISD will notify the vendor in advance, so analysis and code changes can be implemented as quickly as possible.
- C. Correct any errors in functionality which are reported by DPH within a reasonable period, depending upon the severity of the error.
- D. Provide a means for DPH staff to report system problems via e-mail and telephone to vendor staff who are dedicated to supporting clients and are accessible as required, during normal business hours and weekend/holiday support.
- E. Ensure responses are made to DPH staff, within specified time periods, acknowledging receipt of the problem report and identifying when direct contact can be made with the vendor-assigned support staff person.
- F. Establish and implement policies and procedures for prioritizing and responding to DPH requests for support including:
- G. Criteria for diagnosing reported problems and determining probable cause(s) of the problem
- H. Use of Severity Index criteria for assessing the impact of reported problems
- I. Determining responsibility for problem resolution
- J. Defining response time for various categories of problems
- K. Documenting the response and subsequent actions
- L. Escalating disagreements regarding cause of the problem and responsible party
- M. Working cooperatively with DPH staff to promptly resolve problems
- N. Tracking all problem reports
- O. Correct any application software errors through remote or on-site service by vendor personnel or otherwise qualified subcontractors according to the response times.
- P. Provide a means for DPH to submit requests or proposals for new or enhanced functionality, outside of the core software components.

## **COST PROPOSAL**

Please complete the following cost sheet. The price sheet must include unit price, quantity, and total price for each item listed if applicable. Add any additional lines as needed.

ITEM	UNITS	UNIT PRICE	TAX	TOTAL
SOFTWARE / INSTALLATION / TRAINING / HARDWARE				
Software (Application) Cost:				
Workstation/User Licenses				
Server License				
List and Specify any 3 <sup>rd</sup> Party Software required for system				
Total Software Cost				
Installation				
Specify the installation Fees				
Project Management Fees				
Travel Expenses				
Total Installation Cost				
Training at County of Fresno Location				
Train the Trainer – Admin/Supervisor				
Train the Trainer – Data Entry Clerk				
Additional Cost for 1 Day of Training				
Estimated Travel Expenses				
Total Training Cost				
Hardware				
List and Specify Hardware required for system				
Total Hardware Cost				
Taxes				
Total System Cost				
MAINTENANCE COST – ANNUAL				
Maintenance (to be paid annually)				
Discounts (indicate discount type, % as well as \$ amount)				
Total Annual Maintenance Cost – Year 1				
Total Annual Maintenance Cost – Year 2				
Total Annual Maintenance Cost – Year 3				
Total Annual Maintenance Cost – Year 4				
Total Annual Maintenance Cost – Year 5				

#### AWARD CRITERIA

All proposals will be evaluated using the same criteria. While cost is important, other factors are also significant, and the County may not select the lowest cost proposal. The objective is to choose the proposal that offers the highest quality services and will best achieve the County's goals and objectives within a reasonable budget. Evaluations will be based on the criteria listed below:

#### **COST**

Does the system meet the needs of the County of Fresno for an acceptable cost?

#### **CAPABILITY AND QUALIFICATIONS**

- Does the system meet the objectives set forth in the RFP?
- Do the service descriptions address all the areas identified in the RFP?
- Does the system interface with LaserFiche as needed?
- Does the system meet the security requirements?
- Does the system meet the functional requirements for data management, owner and business information, programs and permits, inspections, staff activity, and financial information?
- Does the system offer a public portal for hazardous reporting?
- Does the system offer mobile inspections?
- Does the bidder demonstrate experience in providing the services desired in a California County?
- Does the system meet the system architecture and technological requirements as described in the RFP?
- Does the system provide the ability to generate ad-hoc reports? Does the system provide a report generator? Can reports be exported or downloaded?
- Did the bidder provide a company structure as requested in the RFP?

#### **MANAGEMENT PLAN**

- Is the organizational plan and management structure adequate and appropriate for overseeing the proposed services?
- Has the bidder demonstrated they have adequate staff to support a customer of our size and scope?
- Has the bidder demonstrated the ability to properly and efficiently implement the system in a timely and professional manner?
- Has the bidder demonstrated the ability to meet the maintenance and support needs as described in the RFP?

## PROPOSAL CONTENT REQUIREMENTS

It is required that the vendor submit his/her proposal in accordance with the format and instructions provided under this section.

- I. <u>RFP PAGE 1 AND ADDENDUM(S) PAGE 1 (IF APPLICABLE)</u> completed and signed by participating individual or agency.
- II. <u>COVER LETTER</u>: A one-page cover letter and introduction including the company name and address of the bidder and the name, address and telephone number of the person or persons to be used for contact and who will be authorized to make representations for the bidder.
  - A. Whether the bidder is an individual, partnership or corporation shall also be stated. It will be signed by the individual, partner, or an officer or agent of the corporation authorized to bind the corporation, depending upon the legal nature of the bidder. A corporation submitting a proposal may be required before the contract is finally awarded to furnish a certificate as to its corporate existence, and satisfactory evidence as to the officer or officers authorized to execute the contract on behalf of the corporation.

#### III. TABLE OF CONTENTS

- IV. CONFLICT OF INTEREST STATEMENT: The Contractor may become involved in situations where conflict of interest could occur due to individual or organizational activities that occur within the County. The Contractor must provide a statement addressing the potential, if any, for conflict of interest and indicate plans, if applicable, to address potential conflict of interest. This section will be reviewed by County Counsel for compliance with conflict of interest as part of the review process. The Contractor shall comply with all federal, state and local conflict of interest laws, statutes and regulations.
- V. TRADE SECRET:
  - A. Sign where required.
- VI. CERTIFICATION DISCLOSURE CRIMINAL HISTORY & CIVIL ACTIONS
- VII. REFERENCES
- VIII. PARTICIPATION
- IX. <u>EXCEPTIONS</u>: This portion of the proposal will note any exceptions to the requirements and conditions taken by the bidder. If exceptions are not noted, the County will assume that the bidder's proposals meet those requirements. The exceptions shall be noted as follows:
  - A. Exceptions to General Conditions.
  - B. Exceptions to General Requirements.
  - C. Exceptions to Specific Terms and Conditions.
  - D. Exceptions to Scope of Work and/or Scope of Work Proposal Requirements.
  - E. Exceptions to Proposal Content Requirements.
  - F. Exceptions to any other part of this RFP.
- X. VENDOR COMPANY DATA: This section should include:
  - A. A narrative which demonstrates the vendor's basic familiarity or experience with problems associated with this service/project.
  - B. Descriptions of any similar or related contracts under which the bidder has provided services.
  - C. Descriptions of the qualifications of the individual(s) providing the services.

- D. Any material (including letters of support or endorsement) indicative of the bidder's capability.
- E. A brief description of the bidder's current operations, and ability to provide the services.
- F. Copies of the audited Financial Statements for the last three (3) years for the agency or program that will be providing the service(s) proposed. If audited statements are not available, compiled or reviewed statements will be accepted with copies of three years of corresponding federal tax returns. This information is to be provided after the RFP closes, if requested. **Do not provide with your proposal.**
- G. Describe all contracts that have been terminated before completion within the last five (5) years:
  - 1. Agency contract with
  - 2. Date of original contract
  - Reason for termination
  - 4. Contact person and telephone number for agency
- H. Describe all lawsuit(s) or legal action(s) that are currently pending; and any lawsuit(s) or legal action(s) that have been resolved within the last five (5) years:
  - 1. Location filed, name of court and docket number
  - 2. Nature of the lawsuit or legal action
- I. Describe any payment problems that you have had with the County within the past three (3) years:
  - 1. Funding source
  - 2. Date(s) and amount(s)
  - 3. Resolution
  - 4. Impact to financial viability of organization.

#### XI. SCOPE OF WORK:

- A. Bidders are to use this section to describe the essence of their proposal.
- B. This section should be formatted as follows:
  - 1. A general discussion of your understanding of the project, the Scope of Work proposed and a summary of the features of your proposal.
  - 2. A detailed description of your proposal as it relates to each item listed under the "Scope of Work Proposal Requirements" section of this RFP. Bidder's response should be stated in the same order as are the "Scope of Work Proposal Requirements" items. Each description should begin with a restatement of the "Scope of Work Proposal Requirements" item that it is addressing. Bidders must explain their approach and method of satisfying each of the listed items.
- C. When reports or other documentation are to be a part of the proposal a sample of each must be submitted. Reports should be referenced in this section and submitted in a separate section entitled "REPORTS."
- D. A complete description of any alternative solutions or approaches to accomplishing the desired results.
- XII. <u>COST PROPOSAL</u>: Quotations may be prepared in any manner to best demonstrate the worthiness of your proposal. Include details and rates/fees for all services, materials, equipment, etc. to be provided or optional under the proposal.
- XIII. CHECK LIST

## TRADE SECRET ACKNOWLEDGEMENT

All proposals received by the County shall be considered "Public Record" as defined by Section 6252 of the California Government Code. This definition reads as follows:

"...Public records" includes any writing containing information relating to the conduct of the public's business prepared, owned, used or retained by any state or local agency regardless of physical form or characteristics "Public records" in the custody of, or maintained by, the Governor's office means any writing prepared on or after January 6, 1975."

Each proposal submitted is Public record and is therefore subject to inspection by the public per Section 6253 of the California Government Code. This section states that "every person has a right to inspect any public record".

The County will not exclude any proposal or portion of a proposal from treatment as a public record except in the instance that it is submitted as a trade secret as defined by the California Government Code. Information submitted as proprietary, confidential or under any other such terms that might suggest restricted public access will not be excluded from treatment as public record.

"Trade secrets" as defined by Section 6254.7 of the California Government Code are deemed not to be public record. This section defines trade secrets as:

"...Trade secrets," as used in this section, may include, but are not limited to, any formula, plan, pattern, process, tool, mechanism, compound, procedure, production data or compilation of information that is not patented, which is known only to certain individuals within a commercial concern who are using it to fabricate, produce, or compound an article of trade or a service having commercial value and which gives its user an opportunity to obtain a business advantage over competitors who do not know or use it."

Information identified by bidder as "trade secret" will be reviewed by County of Fresno's legal counsel to determine conformance or non-conformance to this definition. Such material should be electronically submitted in separate PDF file named "Trade Secret" and marked as Confidential. Examples of material not considered to be trade secrets are pricing, cover letter, promotional materials, etc.

INFORMATION THAT IS PROPERLY IDENTIFIED AS TRADE SECRET AND CONFORMS TO THE ABOVE DEFINITION WILL NOT BECOME PUBLIC RECORD. COUNTY WILL SAFEGUARD THIS INFORMATION IN AN APPROPRIATE MANNER.

Information identified by bidder as trade secret and determined not to be in conformance with the California Government Code definition shall be excluded from the proposal. Such information will be returned to the bidder at bidder's expense upon written request.

Trade secrets must be electronically submitted in a separate PDF file that is plainly named "Trade Secrets" and marked as Confidential.

The County shall not in any way be liable or responsible for the disclosure of any proposals or portions thereof, if they are not (1) electronically submitted in a separate PDF that is named "Trade Secret" and marked as Confidential; and (2) if disclosure is required or allowed under the provision of law or by order of Court.

Vendors are advised that the County does not wish to receive trade secrets and that vendors are not to supply trade secrets unless they are absolutely necessary.

## TRADE SECRET ACKNOWLEDGEMENT

I have read and understand the above "Trade Secret Acknowledgement."

I understand that the County of Fresno has no responsibility for protecting information electronically submitted as a trade secret if it is not delivered in a separate PDF file named "Trade Secret" and marked as Confidential. I also understand that all information my company submits, except for that information electronically submitted in a separate PDF file named "Trade Secret" and marked as Confidential, are public records subject to inspection by the public. This is true no matter whether my company identified the information as proprietary, confidential or under any other such terms that might suggest restricted public access.

Has submitted information identified as Trade Secrets in a separate marked binder.**
Has not submitted information identified as Trade
<ul> <li>Secrets. Information submitted as proprietary confidential or under any other such terms that might suggest restricted public access will not be excluded from treatment as public record.</li> </ul>
( )
Telephone
Date
State Zip
the reasons for confidentiality in conforming with the California

## DISCLOSURE - CRIMINAL HISTORY & CIVIL ACTIONS

In their proposal, the bidder is required to disclose if any of the following conditions apply to them, their owners, officers, corporate managers and partners (hereinafter collectively referred to as "Bidder"):

- 1. Within the three-year period preceding the proposal, they have been convicted of, or had a civil judgment rendered against them for:
  - a. fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a
    public (federal, state, or local) transaction or contract under a public transaction;
  - b. violation of a federal or state antitrust statute;
  - c. embezzlement, theft, forgery, bribery, falsification, or destruction of records; or
  - d. false statements or receipt of stolen property
- 2. Within a three-year period preceding their proposal, they have had a public transaction (federal, state, or local) terminated for cause or default.

Disclosure of the above information will not automatically eliminate a Bidder from consideration. The information will be considered as part of the determination of whether to award the contract and any additional information or explanation that a Bidder elects to submit with the disclosed information will be considered. If it is later determined that the Bidder failed to disclose required information, any contract awarded to such Bidder may be immediately voided and terminated for material failure to comply with the terms and conditions of the award.

Any Bidder who is awarded a contract must sign an appropriate Certification Regarding Debarment, Suspension, and Other Responsibility Matters. Additionally, the Bidder awarded the contract must immediately advise the County in writing if, during the term of the agreement: (1) Bidder becomes suspended, debarred, excluded or ineligible for participation in federal or state funded programs or from receiving federal funds as listed in the excluded parties list system (<a href="http://www.epls.gov">http://www.epls.gov</a>); or (2) any of the above listed conditions become applicable to Bidder. The Bidder will indemnify, defend and hold the County harmless for any loss or damage resulting from a conviction, debarment, exclusion, ineligibility or other matter listed in the signed Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

## CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

#### INSTRUCTIONS FOR CERTIFICATION

- 1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
- 2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- 3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
- 4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 5. The terms covered transaction, debarred, suspended, ineligible, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- 6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

#### CERTIFICATION

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it, its owners, officers, corporate managers and partners:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
  - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature:		Date:	
	(Printed Name & Title)		(Name of Agency or Company)

## REFERENCE LIST

## VENDOR MUST COMPLETE AND RETURN WITH REQUEST FOR PROPOSAL

Reference Name:		Contact:		
Address: City:		State·	Zip:	
Phone No.: ( Service Provided:		D 1 1 D 1		
Reference Name: Address:		Contact:	USUSUSUSUSUSUSUSUSUSUSUSUSUSUSUSUSUSUS	
	)		Zip:	
Reference Name: Address:		Contact:		
City:		State: State:	Zip:	
Reference Name: Address:	alatatatatatatatatatatatatata	Contact:	USUSUSUSUSUSUSUSUSUSUSUSUSUSUSUSUSUSUS	SUSHEMENTEN SUSHEN
City:	)		Zip:	
Reference Name:		Contact:	1481481481481481481481481481481481481481	
Address: City: Phone No.: ( Service Provided:	)	State: Project Date:	Zip:	

Failure to provide a list of at least five (5) customers may be cause for rejection of this RFP.

## **PARTICIPATION**

The County of Fresno is a member of the Central Valley Purchasing Group. This group consists of Fresno, Kern, Kings, and Tulare Counties and all governmental, tax supported agencies within these counties.

Whenever possible, these and other tax supported agencies co-op (piggyback) on contracts put in place by one of the other agencies.

Any agency choosing to avail itself of this opportunity, will make purchases in their own name, make payment directly to the contractor, be liable to the contractor and vice versa, per the terms of the original contract, all the while holding the County of Fresno harmless. If awarded this contract, please indicate whether you would extend the same terms and conditions to all tax supported agencies within this group as you are proposing to extend to Fresno County.

* Note: This form/information is not rated or ranked for evaluation purposes.
Yes, we will extend contract terms and conditions to all qualified agencies within the Central Valley Purchasing Group and other tax supported agencies.
No, we will not extend contract terms to any agency other than the County of Fresno.
(Authorized Signature)
Title

## **CHECK LIST**

This Checklist is provided to assist vendors in the preparation of their RFP response. Included are important requirements the bidder is responsible to submit with the RFP package in order to make the RFP compliant.

Check off	each of the following ( <u>if applicable</u> ):
1	Signed cover page of Request for Proposal (RFP).
2	Check <a href="https://www2.co.fresno.ca.us/0440/Bids/BidsHome.aspx">https://www2.co.fresno.ca.us/0440/Bids/BidsHome.aspx</a> for any addenda.
3	Signed cover page of each Addendum.
4	Provide a Conflict of Interest Statement.
5	Signed <i>Trade Secret Form</i> as provided with this RFP (Trade Secret Information, if provided, must be electronically submitted in a separate PDF file and marked as Confidential).
6	Signed Criminal History Disclosure Form as provided with this RFP.
7	Signed Participation Form as provided with this RFP.
8	The completed Reference List as provided with this RFP.
9	Indicate all of bidder exceptions to the County's requirements, conditions and specifications as stated within this RFP.
10.	Bidder's proposal, in PDF format, electronically submitted to the Bid Page on Public Purchase.

**Return Checklist with your RFP response**