

**Solicitation Number: RFP #051321****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and The ActOne Group, Inc., dba ATIMS, 21622 Plummer Street, Suite 210, Chatsworth, CA 91311 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Public Safety Software from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires July 27, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Vendor will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcwell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcwell's banking institution per Sourcwell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcwell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcwell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcwell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcwell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcwell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcwell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcwell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
 - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
 - c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.
5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

- \$1,000,000 each occurrence Bodily Injury and Property Damage
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 aggregate for Products-Completed operations
- \$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

- \$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
\$2,000,000 per occurrence
\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other

insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcwell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcwell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcwell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all

references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of

not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any

person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

22. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

The ActOne Group, Inc., dba ATIMS

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 7/23/2021 | 6:34 AM CDT

DocuSigned by:
Felix Rabinovich
1815215A869F45E...
By: _____
Felix Rabinovich
Title: ATIMS Vice President
Date: 7/22/2021 | 1:19 PM PDT

Approved:

DocuSigned by:
Chad Coquette
7E42B8F817A64CC...
By: _____
Chad Coquette
Title: Executive Director/CEO
Date: 7/23/2021 | 7:46 AM CDT

RFP 051321 - Public Safety Software

Vendor Details

Company Name: The ActOne Group, Inc.
Does your company conduct business under any other name? If yes, please state: dba ATIMS
Address: 21622 Plummer Street
Suite 210
Chatsworth, CA 91311
Contact: Merilee Hatfield
Email: merileeh@atims.com
Phone: 818-425-5644
Fax: 818-425-5644
HST#: 95-3278704

Submission Details

Created On: Tuesday May 11, 2021 13:55:18
Submitted On: Thursday May 13, 2021 16:25:17
Submitted By: Merilee Hatfield
Email: merileeh@atims.com
Transaction #: 16a56eef-5330-486f-91e6-84859db0731c
Submitter's IP Address: 173.197.119.179

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

| Line Item | Question | Response * |
|-----------|--|--|
| 1 | Proposer Legal Name (and applicable d/b/a, if any): | The ActOne Group, Inc. dba ATIMS |
| 2 | Proposer Address: | 21622 Plummer Street, Suite 210, Chatsworth, CA 91311 |
| 3 | Proposer website address: | www.atims.com |
| 4 | Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract): | Felix Rabinovich, ATIMS Vice President, 21622 Plummer Street, Suite 210, Chatsworth, CA 91311. 818.836.6561 |
| 5 | Proposer's primary contact for this proposal (name, title, address, email address & phone): | Merilee Hatfield, Director of Client Development, Vice President, 100 Electric Avenue, Seal Beach, CA 92740 (Satellite office). 818.425.5644 |
| 6 | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone): | N/A. |

Table 2: Company Information and Financial Strength

| Line Item | Question | Response * |
|-----------|--|---|
| 7 | Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services. | <p>ATIMS transforms jail and offender management through technology, business process enhancement, and customer support. Our clients achieve new levels of performance using the one system on the market with unmatched automation to align processes and workflows, improve accuracy, enhance transparency, and lower risk.</p> <p>Our History ATIMS has been in the law enforcement and corrections industry since 1999. Then known as DSSI, we released our first enterprise software which included CAD, RMS, JMS, and Probation. In 2008, we identified a strong need in the corrections industry for exceptional software to manage jail environments. Based on this need we developed ATIMS, our Web-based platform. The JMS/OMS was built with one idea: No two jails are exactly alike, yet they need the same tools. ATIMS uses the best technologies of its day, and offers our clients a unique feature: the ability to manage the software themselves. In 2010, we further aligned our name with our business philosophy and software. We changed our name from DSSI to ATIMS. Today we're engaged in improving ATIMS Online to our new version called InCustody Core (basic functionality) and InCustody Xtra (fully configured) both available on premise or Software-as-a-Service (SaaS) with the latest technologies — including single page application, ASP.NET Core, and Angular. We have 11 beta implementations including the Basic and Excell versions and both on-premise and cloud, currently underway that will be in production 2021-2022.</p> <p>How is ATIMS Different? Our business philosophy empowers our clients. We are focused on the information management needs of corrections and understand your business. We listen to our clients and incorporate best practices and innovative ideas into our software. After installation, your agency's IT staff controls the software. Your staff has complete access to data for reporting and analysis. Other vendors charge a lot of money for these capabilities, but we believe that our design saves you money. The ATIMS engineering team is highly qualified and experienced. We regularly receive high praise from clients on software design, and on service and support. Our team includes former law enforcement professionals with experience in jail management, and they help ATIMS to keep pace with the latest client needs. We believe that our expertise can benefit your agency.</p> |
| 8 | What are your company's expectations in the event of an award? | <p>Upon notification and contract execution, a team will be assembled and collaborate with your Agency to develop a Project Management Plan for the software version (Basic, Excell or Cloud) selected. The PMP describes the design, configuration and implementation of the ATIMS JMS. The PMP is created during the Design phase of the project. The PMP, project schedule and subsidiary plans (such as Testing Plan) provide the framework for managing all related processes. The Agency staff and time needed to support this project are discussed in the Implementation section.</p> |

| | | | |
|----|--|--|---|
| 9 | Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. | ATIMS parent company, The Act-1 Group, Inc. is a privately-held California corporation with approximately a billion dollars in yearly revenue, and is the largest certified minority woman-owned (WMBE) workforce management firm in the U.S. The ActOne Group has a portfolio of more than a dozen divisions, including ATIMS and maintains zero debt. Our parent company ActOne Group has no interest in selling ATIMS and there has been no litigation associated with ATIMS within the last 5 years. As the parent company is a family-owned private organization, Financial Statements are confidential and should not be released to FOIA requests. ActOne is happy to provide financial statements as part of a purchase order leading to a contract. | * |
| 10 | What is your US market share for the solutions that you are proposing? | ATIMS is one of approximately 30 JMS/OMS/CMS firms in the United States. There are 8 firms that are well known in the industry and are found throughout the U.S. and ATIMS is one of those. There are approximately 20 smaller, regional JMS companies that target their smaller geographic areas. ATIMS is a best-of-breed JMS provider that only focuses on JMS/OMS needs and has several teaming partners to provide the other desired functionalities (CAD/RMS/Courts/Probation) typically found in a Public Safety Enterprise solution. | * |
| 11 | What is your Canadian market share for the solutions that you are proposing? | ATIMS does not have any clients in Canada, but have technical expertise (SME) with a satellite office in Canada and Canadian prison experience. We welcome an opportunity to expand our happy client list into Canada. | * |
| 12 | Has your business ever petitioned for bankruptcy protection? If so, explain in detail. | N/A. | * |
| 13 | How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party? | b) ATIMS is a software developer and implementer, with OEM relationships with other corrections vendors, where we have written authorization to act as a reseller (for example, Dynamic Imaging Mugshot solution is embedded in our software). We handle all development, data conversion, implementation and support and maintenance, unless the Agency has a requirement for local SBE participation during implementation. Please reach out and we can discuss how we can help meet this need. | * |
| 14 | If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP. | JMS architecture is compliant with CJIS regulations (https://www.fbi.gov/about-us/cjis/) and in implementations that include the JMS Medical module, is also compliant with HIPAA regulations for Covered Entities and Business Associates (http://www.hhs.gov/ocr/privacy/hipaa/understanding/coveredentities/index.html) | * |
| 15 | Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years. | N/A. | * |

Table 3: Industry Recognition & Marketplace Success

| Line Item | Question | Response * | |
|-----------|--|---|---|
| 16 | Describe any relevant industry awards or recognition that your company has received in the past five years | ATIMS consistently receives rave reviews from our clientele. A lot of our success in expansion has come from word-of-mouth recommendations from one Agency to another. We consider this to be the most important recognition we could receive. | * |
| 17 | What percentage of your sales are to the governmental sector in the past three years | 100% of ATIMS clients are government-that is our target marketplace. Our client Agencies are primarily county, but we have two new state DOC and another DOP that are in the notification and contracting process. Those details will be released once the contracting process has been completed and its public on the street. | * |
| 18 | What percentage of your sales are to the education sector in the past three years | N/A. 0%. Our target market has not included education but we are certainly willing to entertain that sector if there is a need. | * |
| 19 | List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years? | ATIMS was just awarded a cooperative purchasing contract with North Carolina Sheriff's Association (NCSA). We do not have sales as yet, but looking forward to those notifications and successes. | * |
| 20 | List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years? | N/A. | * |

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

| Entity Name * | Contact Name * | Phone Number * | |
|-------------------------------------|-------------------------------|---|---|
| Alameda County Sheriff's Office | Donald Mattison, Commander | 510.725.5808, dmattison@acgov.org | * |
| San Joaquin County Sheriff's Office | Jim Brown, IT Project Manager | 916.276.2690, jjbrown@sigov.org | * |
| Solano County Sheriff's Office | Dan Castillo, Lieutenant | 707.784.1166, DTCastillo@solanocounty.com | * |

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

| Entity Name | Entity Type * | State / Province * | Scope of Work * | Size of Transactions * | Dollar Volume Past Three Years * |
|-------------------------------------|---------------|--------------------|--------------------------|------------------------|----------------------------------|
| Alameda County Sheriff's Office | Government | California - CA | JMS Online | \$4.6M | \$800K (S&M) |
| Columbia County Sheriff's Office | Government | Oregon - OR | JMS Online | \$500K | \$170K(S&M) |
| San Joaquin County Sheriff's Office | Government | California - CA | JMS Online | \$2.4M | \$550K (S&M & enhancements) |
| Yamhill County Sheriff's Office | Government | Oregon - OR | JMS Online | \$500K | \$170K (S&M) |
| Denver County Sheriff's Office | Government | Colorado - CO | InCustody Xtra/Cloud JMS | \$6.7M | \$1.9M |

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

| Line Item | Question | Response * |
|-----------|---|--|
| 23 | Sales force. | ATIMS does not use Sales Force currently, but are willing to discuss as necessary. |
| 24 | Dealer network or other distribution methods. | ATIMS currently handles all sales in-house and have several corrections vendors teaming partners that we team with and recommend each other during meetings and demos with potential clientele. |
| 25 | Service force. | ATIMS currently handles all Support & Maintenance in-house. We have 3 FTEs that work in support functions. Our sales personnel continue to maintain communications with their clients as well as the Project Managers in charge of implementation perform as Account Managers. |
| 26 | Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises. | <p>ATIMS' Warranty/Support and Maintenance for the JMS implementation will commence at Go Live and be in effect for 12 months. The cost of this Support and Maintenance Warranty, including parts, labor and travel, is included in the purchase and implementation price. ATIMS provides a 24/7 phone hotline as well as a support email address. The email is monitored and responded to during regular business hours by two U.S. based ATIMS help desk staff; while the hotline is answered 24/7. ATIMS maintains a full complement of professional staff to support our JMS implementations and follow-on customer and technical support. Any issues that come up after Go Live are tracked through the Customer Support team. All ATIMS JMS associated issues (or bugs) are tracked through JIRA to ensure consistency.</p> <p>ATIMS will provide telephone, email and on-site support to maintain the products and other solutions/customizations provided by ATIMS. Remote diagnostics will always be the first course of action to resolve an incident or technical assistance prior to an on-site visit being scheduled. An Account Support Technician is designated for each client during their Warranty and subsequent Support & Maintenance years. That information is provided once Go Live is complete and the project has been approved by the client. In the meantime, Flo Ferrara is the Client of Client Engagement and manages the Customer Support Team. Her email address is FloF@atims.com. The Help Desk Number is 818.428.6195/833.291.4428.</p> <p>System Maintenance & Support</p> <p>Annual fees for Software Support and Maintenance will commence starting at month 13 post Go Live and will be according to the payment schedule in the Support & Maintenance Agreement. Additional services included in the annual fee are discussed below under Annual Training and Report Development Services.</p> <p>ATIMS' Warranty/Software Support and Maintenance provides customers with fixes, upgrades and updates to licensed software released during the maintenance period. Software Support and Maintenance is not an extension of the warranty period but rather it runs concurrently with the 12-month (post Go Live) warranty. Additional fees may be charged for upgrades that exceed more than one major or minor version of the software annually.</p> <p>Allotted Annual Training, and Form, Report and Interface Development Services</p> <p>Additionally, ATIMS' annual Software Support and Maintenance includes an allotted number of hours (value) towards training, and customized form, report and interface development. The value of a service category description can be used towards another category in that year's allotment, as long as the total cost does not exceed the allowable amount as show (with the different hourly cost/value). If unused, this value can be carried forward one year at which time it expires. Hours are added in at the beginning of each year.</p> <p>Training: Training can be performed online via a webinar or onsite; however, all onsite training will be performed as a full 8-hour day and travel time will be billed separately without mark up (direct pass through of cost including per diem) and allocated against Agency City/County allocation funds.</p> <p>Report/Form Development: All custom report development will be designed on a not-to-exceed hourly rate by the in-house ATIMS Report Specialist/Designer per the specifications provided by the Agency City/County Point of Contact (POC).</p> |

Interface Development: All custom interface development will be provided on a not-to-exceed hourly rate by the in-house ATIMS interface Designer per the specifications provided by the Agency City/County POC.

The standard agreed-upon breakout includes:

Table 4: SAMPLE Annual Allotment of Support Hours

| Service Description | Annual Hours | Hourly Cost (0800-1700) | Total Annual Cost Available |
|---------------------------|--------------|-------------------------|-----------------------------|
| Custom Reports/Forms | 32 | \$ 150 | \$ 4,800 |
| Onsite / Webinar Training | 40 | \$ 160 | \$ 6,400 |
| Interface Development | 24 | \$ 175 | \$ 4,200 |
| TOTAL | | \$ 15,400 | |

ATIMS software maintenance and support includes the following services as part of the Annual Maintenance and Support Contract:

- Remote Troubleshooting and Support provided by Support Desk staff via the telephone and online channels
- Basic Installation Assistance & Usability Assistance by Support Desk staff
- Software upgrades and updates (version releases)
- Customization and Enhancement Support (total hours as specified in the Annual ATIMS Client Support Table) – this is a recommendation from ATIMS and hours/price can be adjusted (up or down) to meet the client's need
- Training Support (total hours as specified in the Annual ATIMS Client Support Table) – this is a recommendation from ATIMS and hours/price can be adjusted (up or down) to meet the client's need.

Support requests outside the original scope of work or Annual ATIMS Client Support hours/total available price can be provided by ATIMS technical staff at the standard billing rates included in the Support & Maintenance Agreement in the Appendices.

Hardware: ATIMS does not typically procure hardware unless required by the agency and included within the contract. The hardware vendor is typically responsible for all warranty, support and maintenance of hardware.

ATIMS Software Support and Maintenance provides customers with fixes, upgrades and updates to licensed Software released during the maintenance period. Software Support and Maintenance is not an extension of the warranty period but rather it runs concurrently with any warranty.

Help Desk Support – Customer/Technical

ATIMS will provide telephone, email and on-site support to maintain the products and other solutions / customizations provided by ATIMS. Remote diagnostics will always be the first course of action to resolve an incident or technical assistance prior to an on-site visit being scheduled.

ATIMS Help Desk Support includes:

24/7 phone hotline answered by live U.S. based ATIMS staff member

Support email address, monitored and responded to during regular business hours by two U.S. based ATIMS help desk staff

Follow-on Customer & Technical Support:

ATIMS maintains a full complement of professional staff to support our JMS implementations and follow-on customer and technical support. There is a team of 10 engineers that work on new development as well as outstanding issues.

Online Issue Tracker – Jira:

Any technical issues discovered during development or implementation are tracked and maintained by the ATIMS Project Manager with Jira.

Any issues that come up after Go Live are tracked through the Customer Support team with Jira.

**All ATIMS JMS associated issues (or bugs) are tracked through JIRA to ensure consistency.

If a problem occurs which significantly impacts the customer's usage of the licensed product and the issue remains unidentified or unresolved either by workaround or permanent correction after the customer has followed ATIMS prescribed actions, ATIMS, at our discretion, will make available a support technician at the customer location during regular Business Days and Hours, 8:00AM – 5:00PM Pacific Standard Time, Monday through Friday, excluding ATIMS holidays. ATIMS' Holiday Schedule will be provided at the end of each year for the following calendar year.

ATIMS additionally provides critical support twenty-four hours a day / seven (7) days a week. Critical support is defined as any issue that:

- Causes the ATIMS system to stop running agency wide
- Prevents any essential or required data elements from entry

The support technician will arrive within a reasonable period of time keeping the Agency fully informed during this period. PSS for on-site visits that require air travel will be arranged on a case-by-case basis and the travel cost will be confirmed with the customer prior to booking.

ATIMS will provide or make available:

- 1) Assistance in diagnosis and identification of errors or malfunctions.
- 2) On-site consultation on correction of identified errors or malfunctions.
- 3) Detailed feedback on external factors that had a direct or indirect impact on the licensed software resulting in performance deficiencies.

The customer will bear the full responsibility for backing up its databases and/or data files according to industry standard practices. The customer will not hold ATIMS, its agents, successors or assignees liable in any way for consequences resulting from lost data caused by the unavailability of appropriate back-up data.

The tasks provided under this program do not include duties normally associated with on-going LAN Administrator tasks. Additional tasks like recovery of databases and/or data files that were not properly backed up, and normal database administration tasks (reorganizing database, running backups, restoring databases, reviewing logs, updating statistics, capacity planning, etc.) are offered as part of the Professional Services agreement and Customer will be billed at the hourly rate listed in Appendix B of ATIMS Annual Maintenance & Support Agreement.

Frequency of patches, service packs and version upgrades

As part of the ATIMS JMS Support & Maintenance Agreement, software enhancements, patches and fixes are pushed out twice a year, at a minimum – up to quarterly, dependent upon the urgency, priority or need. ATIMS is continually upgrading our software to meet new client needs and improve upon current functionality. ATIMS JMS clients are notified of version updates when they are available and a list of the changes are documented and provided for their review. The new version is loaded in the test environment to give the clients time to test the new version and decide when/if they are ready to deploy. ATIMS does not require a client to update the software. Often the client will wait because the change will require training or they do not utilize some of the updates completed for other clients.

ATIMS follows best practices in Software Development Lifecycle (SDLC) in regards to software development, testing, and deployment. The updates of the core product are unit tested by the engineering team; then User Acceptance Test (UAT) is performed by independent Quality Control (QC) team. Clients have an option to install new release in test environment and conduct UAT of the new release with client-specific configuration items.

ATIMS JMS use a combination of industry-standard procedures to maintain consistency across the environments:

Base code after QA and release from ATIMS engineering group is deployed to the environment (that is, binaries don't change in the environment);

Configuration items (CI) are moved from one environment to another using "from-to" scripts. Examples of such configuration items would be wizard steps, Functionality permissions, etc. Changes in Wizard steps are made in test environment, tested there, and upon approval by stakeholders are migrated to production environment through scripts.

Lists of Values can be either promoted from one environment to another through "from-to" scripts; however, they are more likely to be loaded from comma-separated files. For example, list of charges is usually distributed by Federal or State government and loaded into the system from a spreadsheet. ATIMS supports this type of updates. Alternatively, the list can be loaded into test environment from a spreadsheet; then some charges ("not bookable" and therefore not applicable to JMS) are removed, and finally "right" charges are promoted to production environment.

Production Service Levels

If Agency personnel experience a system problem, they will call the Agency's internal help desk to log an incident. The help desk will notify the internal on-call support analyst who will attempt to determine if the problem is caused by the internal infrastructure (e.g. server down, network down, pc problem) and forward to the application service provider if the problem resides with the application.

If the issue is identified to be an issue with the software, the Agency's system support team will contact ATIMS who will log the information and determine if it requires Tier 1 or 2 support. If Tier 1, ATIMS will resolve the issue directly and log it in the JIRA issue tracker as resolved. If the issue requires Tier 2 support, will log it in their tracking software and start researching. In the case of an JMS Tier 1 or 2 issue, ATIMS will respond to Support Calls according to the following Service Levels:

Service Response time refers to the maximum elapsed time after problem logged for investigation and action by the ATIMS. ATIMS will communicate with the Agency's internal software support team, providing an action plan.

Resolution Status Update Frequency refers to the maximum time elapsed after problem has been initially logged before a status update is provided to the Agency. ATIMS will continue to provide status updates to the Agency within this frequency interval until the problem is resolved.

Service Resolution time goal refers to the objective for the maximum elapsed time after problem is logged for some sort of problem resolution to be provided.

Service Levels will be determined in accordance with the following:

Emergency

System down during critical support times complete core functions or critical processes of the Jail Management System

Security breaches and other security issues

High

System down (Software Application)

Inability to complete core functions or critical processes of the Jail Management System

Program errors without workarounds

Incorrect calculation errors impacting records

Performance issues of severe nature impacting critical processes

Medium

System errors that have workarounds

Performance issues not impacting critical processes

Usability issues

Reporting Issues

Low

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| | | <p>Report formatting Aesthetic issues Recommendations for enhancements on system changes</p> <p>ATIMS will make every effort to provide a problem resolution within the stated Service Resolution time goal. Software remedies shall be reviewed and accepted by ATIMS.</p> <p>HELP DESK SERVICES/CUSTOMER SERVICE & TECHNICAL SUPPORT: The Agency has a central help desk for all employee user applications. The central help desk acts as the first point of contact and brokers support requests that are not readily resolved with a scripted solution to tier 2 support with ATIMS</p> <p>RECOVERY POINT OBJECTIVE: The solution RPO (Recovery Point Objective) data loss threshold is fifteen (15) minutes.</p> <p>RECOVERY TIME OBJECTIVE: The solution should have an RTO (Recovery Time Objective – tolerance to service interruptions) of thirty (30) minutes.</p> <p>SERVICE GUARANTEE: ATIMS will also provide 99.99% availability on a 24/7 basis outside of scheduled maintenance windows.</p> <p>MONITORING: ATIMS shall use a variety of tools to monitor (i) the availability and performance of the Customer’s production services environment and (ii) the operation of the of infrastructure and network components. Additionally, higher SLA is possible as part of the contract.</p> <p>MONITORING TOOLS (REMOTE ACCESS CAPABILITIES)</p> <p>The ATIMS JMS integrates with Enterprise monitoring tools that the agency employs (eg., Microsoft System Center or similar APM tools from CA, New Relic and other vendors). These tools allow notification of support staff in case key parameters (CPU, memory, swap file, etc.) fall below predetermined thresholds. Alternatively, the application can be set up to report key metrics to ATIMS. For SaaS clients, ATIMS JMS is deployed in Amazon Web Services IaaS platform, and is able to take advantage of robust AWS monitoring and notification tools.</p> <p>ATIMS is compatible with standard Application Performance Monitoring (APM) tools, like New Relic or Microsoft Operations Manager. Such tools provide end-to-end response time, as well as response time specific to Web Server, Database, and Networking. ATIMS implementation team will help the agency to set up your favorite APM to configure reports format and frequency.</p> <p>For remote access and support, we typically have VPN connectivity to client environments. Specific details are defined as part of implementation, consistent with agency’s security policies and CJIS Security guidelines.</p> <p>DOCUMENTATION</p> <p>Electronic documentation is provided within the ATIMS JMS software via the Reference button. This documentation is updated to ensure the incorporation of new JMS features and functionality via version releases is included. Hard copy documentation is created during implementation geared specifically to the Agency’s workflow and wizard step process. These module guides are used during staff training and are provided to the Agency in electronic format for editing and/or distribution. Documentation that is Agency created/edited can be stored in the Reference section of JMS and can remain there as long as the Agency needs; it will not be affected by JMS updates. GoToMeeting sessions are typically used for group or individual walkthroughs for specific questions as well as for clarifications of any new JMS functionality going forward. ATIMS maintains a 24/7 hotline as well as a support email address. The email is monitored and responded to during regular business hours by ATIMS help desk staff; while the hotline is answered 24/7. ATIMS provides online help for the application. However, numerous studies show that users are not likely to just press F1 to get online help. As part of our future development roadmap, we continuously solicit feedback about how we can provide better and more relevant feedback to the users. The technology at the foundation of the application allows for various approaches – context-sensitive help, tooltips, visual cues, etc. These is an area where ATIMS has not made a final design decision, and looks forward to current and future clients’ input.</p> |
| 27 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States. | <p>ATIMS is very interested in expanding our footprint and JMS capabilities to everywhere and anywhere in the U.S. through Sourcewell's pipeline. We are always adding staff as demand and our footprint increases; and as needed, will hire more employees for roles to meet the demand associated with this opportunity. Currently, we have subject matter experts in all needed areas associated with our JMS, including sales, development, data conversion, project management, interface development, testing, design/configuration, training and customer support/account management. We are a medium-sized company with a small company mentality—we treat every client like family and want all clients to be 50 and 100-year (lifetime) clients, not 5 to 10 year contracts.</p> |
| 28 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada. | <p>ATIMS is very interested in expanding our footprint and JMS capabilities to everywhere and anywhere in Canada through Sourcewell's pipeline. We are always adding staff as demand and our footprint increases; and as needed, will hire more employees for roles to meet the demand associated with this opportunity. Currently, we have subject matter experts in all needed areas associated with our JMS, including sales, development, data conversion, project management, interface development, testing, design/configuration, training and customer support/account management. We are a medium-sized company with a small company mentality—we treat every client like family and want all clients to be 50 and 100-year clients, not 5 to 10 year contracts.</p> |
| 29 | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract. | <p>ATIMS is able to fully serve any contract in any area of the U.S. or Canada. The majority of our activities do not require onsite presence, and our location does not affect our timeliness or effectiveness.</p> |
| 30 | Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract? | <p>We are not implying that we cannot serve education or not-for-profit agencies but to date, we haven't seen opportunities for Jail Management or Offender Management software. We look forward to any opportunities in any sector.</p> |

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| 31 | Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories. | There are no requirements or restrictions other than we want to ensure they understand that we do not have personnel in those geographic areas so if there is a requirement to be onsite, it would require travel and associated costs (at cost, we do not add a mark-up). Additionally, most activities required for software implementation can be done through browsers and phone or virtual conversations. The location doesn't really affect our capabilities. |
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Table 7: Marketing Plan

| Line Item | Question | Response * |
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| 32 | Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response. | ATIMS was just recently awarded its first Cooperative Contract. We target geographic areas and associated jails requiring internal tracking and managing capabilities. As we've just recently upgraded our software, to InCustody Core (basic package), InCustody Xtra and both on SaaS (Cloud) version, so we're developing new marketing materials targeting those different markets. We will provide those in the near future. |
| 33 | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness. | ATIMS has not found digital marketing to be super effective in our efforts but are always willing to discuss other ideas. |
| 34 | In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process? | Many agencies are interested in contract vehicles that can save them from the lengthy RFP process that they must manage. In any area that Sourcewell has a presence with a cooperative agreement in place, that will be used to leverage a quicker, more efficient process. |
| 35 | Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it. | ATIMS has not developed an e-procurement ordering process and have not been asked to offer one. We're happy to discuss how this might work and benefit our sales development. |

Table 8: Value-Added Attributes

| Line Item | Question | Response * |
|-----------|--|---|
| 36 | Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply. | <p>ATIMS training includes workshops, instructor-led courses at the client site, and remote training. Training is typically conducted at key delivery points during implementation. Usually, ATIMS personnel conduct the first training at the client site.</p> <p>Each training class includes exercises and tests to assess knowledge retention and competency, and to evaluate the effectiveness of the trainer and teaching methods.</p> <p>Workshops Workshops are led by ATIMS subject matter experts for small groups of participants. A typical workshop concentrates on one or two functional areas of ATIMS. Workshops are less formal than instructor-led training. The smaller class size and focused agenda ensure that participants receive an effective education and a positive learning experience.</p> <p>Instructor-Led Training A knowledgeable and experienced ATIMS trainer gives instructor-led training. These educators are adept at training adult learners. Instructor-led sessions use a comprehensive curriculum with lectures, demonstrations, and hands-on exercises. Training sessions embrace different learning styles.</p> <p>Training Activities</p> <p>Target Audience (Associated Roles) Training Curriculum</p> <p>System Administrator</p> <ul style="list-style-type: none"> • Managers of System Security • System Administration • Database design & maintenance • System interfaces • System navigation • Administrator • Report Generation <p>Agency Trainers</p> <ul style="list-style-type: none"> • Help Desk staff (internal user support) • Internal Users • Train the Trainer • System navigation • Report generation <p>Supervisors • System navigation</p> <ul style="list-style-type: none"> • Supervisor review/monitor <p>Functional Users • System navigation</p> <ul style="list-style-type: none"> • Programs (Custody Alternative Sentencing) <p>Functional Users • System navigation</p> <ul style="list-style-type: none"> • Classification <p>Functional Users • System navigation</p> <ul style="list-style-type: none"> • Facility operations <p>Functional Users • System navigation</p> <ul style="list-style-type: none"> • Intake-Book-Release <p>Functional Users • System navigation</p> <ul style="list-style-type: none"> • Pre-book & Probable Cause <p>Functional Users • System navigation</p> <ul style="list-style-type: none"> • Parole <p>Functional Users • System navigation</p> <ul style="list-style-type: none"> • Records management <p>Training Documentation ATIMS training materials are designed for a trainer's use in planning and educating. Training manuals impart the skills that functional and technical staff need to use ATIMS. Training materials and manuals are provided as electronic files and typically contain the following information:</p> |

- Description of the course
- Description of the target learning audience
- Directions for course administration
- Task lists
- Lesson plans and/or training guides
- Any other documents related to administration of the course
- Instructor or staff requirement

Additional Training

After the pressure of Go-Live has passed, ATIMS can provide additional training to ensure that users understand how to use ATIMS. This training takes an extensive view of the features and functions of each module. These sessions are delivered online as instructor-led remote training.

Mentoring

During the Transition stage of the project (after Go-Live), members of the ATIMS implementation team conduct a mentoring session with representatives from each group of users. The goal of the mentoring session is to answer questions and to provide guidance where users may be encountering challenges. This mentoring session is held as a workshop. While not all users will have the opportunity to attend, those who do will gain insights and skills that they can share with peers.

Estimated Training Hours

| Class Description | Max # of Attendees | Location/ Delivery Method | Supporting Documentation |
|--------------------------------|--------------------|---------------------------|---|
| Total # Classes | Hours | | |
| Per Class | TOTAL HOURS | Per | |
| Admin | 20-25 | Classroom | See ATIMS Administrator Trng Course |
| Classification | 20-25 | Classroom | See ATIMS Classification Course |
| Facility Operators | 20-25 | Classroom | See ATIMS Facility Operations Course |
| Intake-Booking-Release | 20-25 | Classroom | See ATIMS Intake-Booking-Release Course |
| PreBook | 20-25 | Classroom | See ATIMS Pre-Book Course |
| Records Management | 20-25 | Classroom | See ATIMS Records Mgmt Course |
| Train the Trainer | 20-25 | Classroom | See ATIMS T2T Course |
| Custody Alternative Management | 20-25 | Classroom | See ATIMS Custody Alternatives Course |

TOTAL EST HOURS FOR PROJECT TBD

ATIMS Courses

Details for each applicable course will be provided as part of an RFP submittal, as applicable.

User and Technical Manuals

User manuals contain step-by-step instructions of OMS processes and procedures. A technical manual contains detailed information on data structure including a data dictionary, installation instructions, and system management information.

During the fourth phase of implementation, ATIMS will provide the agency's project manager with a printed copy and electronic versions (.pdf and .docx) of the current user and technical manuals. Electronic documents can be accessed by users inside ATIMS OMS. In addition, the documents can be stored on your internal network.

ATIMS continually updates their training documentation to include the latest product updates. ATIMS is always willing to host additional training classes for our clients as refresher courses or to introduce new features.

Online Help

User assistance in the form of online help is always available in applications. The content is the same as user manuals available through other sources. Online help explains basic functions for users to complete their work.

Release Documentation

At each release of the software, ATIMS provides you with a set of release notes with information on any bug fixes and instructions for available new features. With major feature enhancements, ATIMS may schedule online instruction at client request.

All information contained in release notes is incorporated into the ATIMS stock documentation, such as training manuals and user manuals.

During the support and maintenance period, ATIMS provides your agency with electronic updates to the user manuals and with system updates as they occur. These updates are provided at no additional charge to the agency with the release, including updated installation instructions and procedures.

Users who access the manual inside ATIMS will always read the latest manuals. Manuals stored on your agency's internal network must be manually replaced with the new manuals provided by ATIMS.

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| <p>37</p> | <p>Describe any technological advances that your proposed products or services offer.</p> | <p>ATIMS is always improving our software to keep on the cutting edge of technology, and to add functionalities that our current clients have requested and future clients will need and desire. Staffing to meet those highly technical requirements is always at the forefront of our employee selection decisions. ATIMS personnel are highly regarded in the industry and loyal to ATIMS and our clients.</p> <p>ATIMS is always improving our software to keep on the cutting edge of technology, and to add functionalities that our current clients have requested and future clients will need and desire. All of these enhancements are customer-focused. With this strategic direction, ATIMS JMS will have better performance, better user experience and broader functionality with every release.</p> <p>More details about the functional and non-functional enhancements are described below:</p> <p>Functional Enhancements: Functional enhancements are based on user feedback, industry trends and demands, and RFP requirements. Current high-priority enhancements include:</p> <ul style="list-style-type: none"> • Transportation Module – Fleet maintenance, Scheduling Transport and assignment of appointments to the transport with conflict checks. Tracking of mileage, notes and incidents. • Visitation pre-registration kiosk - Visitors will be able to enter their own data and be placed in a queue for a front desk records clerk to approve. The kiosk will be integrated with a magnet DL reader. • Staff Scheduling Module – ATIMS will build a module for staff scheduling. In addition, a pay period time card will be available to track hours for given pay period. • Training Module – ATIMS will develop a training tracking system that will keep track of number of hours in training classes as well as remaining hours for yearly requirements. • Weekender schedule – Currently ATIMS allows for weekender inmates and has ability for reactivate. However, the scheduling of the weekender for in-out of custody still needs to be incorporated. • Reserve Housing – ATIMS will add functionality to reserve housing before assignment. This way a classification officer will be able to hold a bed prior to the inmate arriving. Conflict checks as well as reserve display will be worked into the housing views and assignments. • Random Cell Search Algorithm – ATIMS will create a module that will randomly create a cell to be searched based on settings. A cell search section of the software will be added. • Lockdown Functionality – As part disciplinary or housing process, often inmates or housing are under “lockdown”. ATIMS will add functionality to allow this feature. • Workflow Wizard Per Booking Type – ATIMS offers configurable workflow based on Facility. However certain workflows are determined based on Booking Type, ATIMS will restructure the workflow engine to allow for booking type overrides or possible new workflows. • Tracking Status Board – ATIMS will create a board to monitor all inmates out of their cell, this will include an elapsed view and a check-in status. • Case Management for Programs – ATIMS offers programs (or classes) but eligibility to be on the program and overall case management needs to be added. • Trending Analysis – ATIMS offers statistical reports. However, ATIMS vision is to take results of this data and applying timeline trending within the solution. • RFID Integration – ATIMS will integrate a solution with an RFID company that will overlay with the tracking system. The RFID will update current locations as well as keep track of inmates that violate RFID tracking rules for alert notification. Possible integration for headcount as well. • Mobile Intake and Classification – Currently ATIMS mobile is designed for housing officers to conduct work. ATIMS would create a new section of mobile to allow for intake and classification process. • Lobby Kiosk – typically ATIMS provide an export of an active roster to the County, the County in turn updates their website or lobby kiosk. ATIMS vision is to create a direct front end UI to the public. This may be part of a Visitation pre-registration kiosk. • Financial Integration – with stored value card [ATM card] provider NUMI Financial. • Remote Video Visitation – ATIMS has developed a preferred teaming relationship with iWebVisit, a remote video visitation system that is able to provide visitation capabilities to an inmate’s family and friends without coming to the facility. NOTE: ATIMS is able to integrate with any Video Visitation provider. • Label Builder – ATIMS offers custom labels currently managed by database settings. ATIMS will build an in-line label generator. <p>Non-functional Enhancements: ATIMS is finalizing the development/implementation of Version 2 of its Online JMS, that is a more responsive system incorporating contemporary technologies, such HTML5, CSS3 and Typescript. We are using industry-standard frameworks like AngularJS, Bootstrap, and ASP.NET Core. This new technology will allow better user experience on both desktop and mobile clients. Such foundation allows ATIMS to incorporate the following features:</p> <ul style="list-style-type: none"> • Improved performance, especially in UI-heavy tasks. New application is “Single-page-application” (SPA) that minimizes the quantity of calls to the server and the amount of data that is sent to and received from the server • Sortable and resizable columns throughout the application • Easy customization of data entry fields – tab order, keyboard shortcuts, and ADA-compliant accessibility • Better integration of custom forms on the page • New reporting tools, like Microsoft SSRS. Additionally, reporting server can be configured on a separate machine, leaving IIS responsible for UI tasks only • REST Interface – ATIMS will expand the architecture to allow for REST protocol in addition to SOAP web services • Implementation of OAuth 2 authorization and support for OpenID Connect authentication • Native mobile applications that will allow JMS Mobile module to take advantage of the device features, such as camera, Barcode/QR scan, and fingerprint reader. |
| <p>38</p> | <p>Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.</p> | <p>ATIMS is a software developer and implementer. Software is an inherent green product, giving its Agencies the ability to minimize their paper content throughout their facility through the development and use of electronic forms, reporting, interfaces to other corrections software vendors minimizing need for printed rosters, and electronic queues for different roles throughout the facility - negating (or minimizing at the very least) the need for inmate files with everything online and available, based on your user group and security rights. ATIMS ability to perform the majority of our implementation activities via the browser also minimizes travel requirements; and our SaaS capabilities (with InCustody Core/Cloud or InCustody Xtra/Cloud) reduce the need for on-premise servers - reducing technology manufacturing and ultimately disposal (at some point).</p> |

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| 39 | Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors. | ATIMS has not requested certification in the green environment. We typically focus our time on enhancing and expanding our software and helping clients become more efficient and effective in their operations - which inherently provide green benefits. | * |
| 40 | Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response. | ATIMS is a division of The ActOne Group, Inc. a minority, woman-owned business. ActOne Group has WBE and MBE certifications all over the U.S. As needed, those can be provided by ActOne's corporate office for specific geographic areas or locations. We look forward to using those certifications to support Agencies. | * |
| 41 | What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities? | <ul style="list-style-type: none"> • Configurability. ATIMS Online is a modern, highly configurable jail management system. The system has been designed so that every customer has control of their own environment. ATIMS is always available to assist customers configure and reconfigure their system; however, we want to offer our customers the ability to make changes to the system themselves - when and where they are needed. For years, we have observed many installations of software where the customer is unable to make changes to their system because they are at the mercy of the vendor. ATIMS prefers to put that power back into the hands of the client agency. Some areas of configurability include: <ul style="list-style-type: none"> Customizable Screens (ADMIN Module – controlled by Agency IT) • Fields • Reports • Custom Fields • Custom Queues & Tabs • Customization of wizard steps (workflow) • Housing Management (physical layout of a housing unit, with drill down capabilities) • Management of Module Visibility • Web-based Interface Engine • User Group Creation & Management • Drop Downs using Agency Terminology • Agency IT Administration of Sentencing Calculations • Number formatting to meet Agency Needs • Form Creation <ul style="list-style-type: none"> • Keys to software. The key to the ATIMS system is held within our administration module. We have designed our system so every customer has control of their own environment. While we have no issues with helping customers configure and reconfigure their system, we want the customer to be able to make changes to the system when and where they are needed. We have seen far too many installations of software where the customer is unable to make changes needed to their system because they are at the mercy of the vendor. ATIMS likes to put that power in the hands of the customer. • Exceptional Customer Service. At ATIMS, we believe people are our greatest strength. Our commitment to creating a state-of-the-art Jail Management Product with the highest levels of customer service can be primarily attributed to the exceptional talents of our personnel. ATIMS' teams of engineers are highly qualified and experienced. In fact, we repeatedly receive high praises from our clients on software design, as well as service and support. Having members of our team with prior jail experience helps expand our vision of what is necessary and effective for the end users. • Customizations/Enhancements – Upgrades to Software. At ATIMS, we strive to meet the needs of our clients but are cognizant that you have to think ahead before you make customizations for a client. We need to ensure that when new functionality is added, we do not change the way our current clients are doing business. We take great pains to design the system to be configurable with database settings and not to split code for individual clients. To accomplish this, we have the ability to add site options that clients can turn on to access particular features of the software. ATIMS continually upgrades the software to meet new client needs and improve upon current functionalities. Upgrades are provided to current ATIMS maintenance clients as they are developed and tested, and become available for distribution. This is important and cost-effective information to all ATIMS clients, as you get the benefit of customizations/enhancements made for other clients on new versions/releases that are provided as part of the ATIMS Online JMS Annual Maintenance & Support Agreement. And the Agency gets to decide, via Site Options, whether you want to utilize those changes or not. • Additional Services as Part of Annual Maintenance & Support Agreement. ATIMS Software Support and Maintenance Agreement provides customers with fixes, upgrades and updates to licensed Software released during the Maintenance period. As part of keeping your ATIMS Online JMS Annual Maintenance & Support Agreement current, additional services are included as part of the annual fee negotiated with the Client Agency. These services can include Annual Training, and/or Form, Report and Interface Development Services. The value of a service category description (training, form, report, etc.) can be used towards another category in that year's allotment, as long as the total cost does not exceed the allowable amount (with the different hourly cost/value). This is another example of how ATIMS puts the customer first to provide you with an option to have additional services you've already paid towards so you don't have to find money in your budget above your annual fee. This is a unique service to ATIMS. • Client Managed Interface Engine. ATIMS OMS has a built-in interface engine that is completely configurable and managed by your County's Administrator. This provides your County with real time ability to change a current interface or add an additional interface to the ATIMS OMS without the need for costly vendor professional services fees. While vendors always have staff ready and available to provide support with these needs, your Agency is able to do so without the added cost associated with customized interface development by a costly developer through the vendor. ATIMS one-stop solution integrates all types of interface work through this engine, including outbound file and real-time, and inbound folder watch and real-time. Settings and mappings are managed and maintained through the UI. This is a unique feature to ATIMS. • Customized Event & Subscription Notifications. ATIMS has a customizable event and subscription email that is generated when specific events or new subscriptions occur. This is managed by your Agency Administrator – again, saving time and money to ensure the appropriate individuals are notified quickly and efficiently, as well as saving on vendor professional service costs to make changes to the notifications at a later time. Often, other software packages that have notification systems, do not offer front end management. Instead, it is embedded in the code and the client cannot make any changes or additions. ATIMS has architected an approach that allows a viewable state of each notification and a configuration that can be modified by the client. • Classification Decision Process Replication. ATIMS provides the ability to replicate the classification decision process, based on a form engine. This is important because it ensures that your Agency's current process (including exact duplication of all forms and process flow) is matched exactly, minimizing the time | * |

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| | | <p>required by jail staff to be trained on the use of ATIMS and expediting the entry of the information into ATIMS – less time in front of the computer and more time with the inmates – collecting intel and classification details. The form engine is designed to be implemented using standard html and java script. This allows the client to have full control of the form for future enhancements and configuration without the need for a new code base. In addition, internal IT staff can perform these tasks without vendor assistance. This is feature is unique to the ATIMS product.</p> <ul style="list-style-type: none"> • Forms Engine. ATIMS forms engine replicates a paper form to an electronic version of the paper. It allows for electronic signatures, auto populate of existing data, smart functions like point tallies or conditional entry using java script, upload data feature and much more. • Wizard. ATIMS strives to allow our clients to be able to configure our system. Our crowning achievement is our wizard step system. We realize that all jails do a lot of the same work but due to physical layout, policies or local practice they are all done at different times in the process. The wizard step configuration allows agencies to have the software match their business practices. We also realize that in jails things do not always go as planned. Our wizard steps allow a user to jump out of them at any time. The last step is saved. In the event of an emergency a staff member may jump out of the wizard steps. Their place is saved and that officer or any other can come back and know exactly what has and what has not been completed. The wizard steps also allow the client to ensure that a particular work flow is maintained by staff. The steps are contained within one of the 10 wizards listed below: <p style="text-align: center;"> Intake Wizard Release Wizard Book Wizard Booking Wizard Temp Hold Wizard Merge Wizard Registrant Wizard Supervisor Booking Wizard Merge Duplicate Wizard Supervisor Release Wizard Book & Release Wizard </p> <ul style="list-style-type: none"> • Booking Workflow Replication Wizard -ATIMS has developed a comprehensive list of wizard steps that can be used by your County to duplicate their current booking process. This feature is designed to provide your County with the ability to build the workflow to meet their current needs and then later, change the workflow based on changing needs without going back to the vendor with checkbook in hand to change the steps and workflow for them. |
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Table 9: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

| Line Item | Question | Response * |
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| <p>42</p> | <p>Describe any performance standards or guarantees that apply to your services</p> | <p>If Agency personnel experience a system problem, they will call the Agency's internal help desk to log an incident. The help desk will notify the internal on-call support analyst who will attempt to determine if the problem is caused by the internal infrastructure (e.g. server down, network down, pc problem) and forward to the application service provider if the problem resides with the application.</p> <p>If the issue is identified to be an issue with the software, the Agency's system support team will contact ATIMS who will log the information and determine if it requires Tier 1 or 2 support. If Tier 1, ATIMS will resolve the issue directly and log it in the JIRA issue tracker as resolved. If the issue requires Tier 2 support, will log it in their tracking software and start researching. In the case of an JMS Tier 1 or 2 issue, ATIMS will respond to Support Calls according to the following Service Levels:</p> <p>Service Response time refers to the maximum elapsed time after problem logged for investigation and action by the ATIMS. ATIMS will communicate with the Agency's internal software support team, providing an action plan.</p> <p>Resolution Status Update Frequency refers to the maximum time elapsed after problem has been initially logged before a status update is provided to the Agency. ATIMS will continue to provide status updates to the Agency within this frequency interval until the problem is resolved.</p> <p>Service Resolution time goal refers to the objective for the maximum elapsed time after problem is logged for some sort of problem resolution to be provided.</p> <p>Service Levels will be determined in accordance with the following:</p> <p>Emergency System down during critical support times complete core functions or critical processes of the Jail Management System Security breaches and other security issues</p> <p>High System down (Software Application) Inability to complete core functions or critical processes of the Jail Management System Program errors without workarounds Incorrect calculation errors impacting records Performance issues of severe nature impacting critical processes</p> <p>Medium System errors that have workarounds Performance issues not impacting critical processes Usability issues Reporting Issues</p> <p>Low Report formatting Aesthetic issues Recommendations for enhancements on system changes</p> <p>ATIMS will make every effort to provide a problem resolution within the stated Service Resolution time goal. Software remedies shall be reviewed and accepted by ATIMS.</p> <p>HELP DESK SERVICES/CUSTOMER SERVICE & TECHNICAL SUPPORT: The Agency has a central help desk for all employee user applications. The central help desk acts as the first point of contact and brokers support requests that are not readily resolved with a scripted solution to tier 2 support with ATIMS</p> <p>RECOVERY POINT OBJECTIVE: The solution RPO (Recovery Point Objective) data loss threshold is fifteen (15) minutes.</p> <p>RECOVERY TIME OBJECTIVE: The solution should have an RTO (Recovery Time Objective – tolerance to service interruptions) of thirty (30) minutes.</p> <p>SERVICE GUARANTEE: ATIMS will also provide 99.99% availability on a 24/7 basis outside of scheduled maintenance windows.</p> <p>MONITORING: ATIMS shall use a variety of tools to monitor (i) the availability and performance of the Customer's production services environment and (ii) the operation of the of infrastructure and network components. Additionally, higher SLA is possible as part of the contract.</p> |
|-----------|---|---|

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|-----------|---|---|
| <p>43</p> | <p>Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)</p> | <p>ATIMS will provide telephone, email and on-site support to maintain the products and other solutions / customizations provided by ATIMS. Remote diagnostics will always be the first course of action to resolve an incident or technical assistance prior to an on-site visit being scheduled. ATIMS Help Desk Support includes: 24/7 phone hotline answered by live U.S. based ATIMS staff member Support email address, monitored and responded to during regular business hours by two U.S. based ATIMS help desk staff Follow-on Customer & Technical Support: ATIMS maintains a full complement of professional staff to support our JMS implementations and follow-on customer and technical support. There is a team of 10 engineers that work on new development as well as outstanding issues. Online Issue Tracker – Jira: Any technical issues discovered during development or implementation are tracked and maintained by the ATIMS Project Manager with Jira. Any issues that come up after Go Live are tracked through the Customer Support team with Jira. **All ATIMS JMS associated issues (or bugs) are tracked through JIRA to ensure consistency.</p> <p>If a problem occurs which significantly impacts the customer's usage of the licensed product and the issue remains unidentified or unresolved either by workaround or permanent correction after the customer has followed ATIMS prescribed actions, ATIMS, at our discretion, will make available a support technician at the customer location during regular Business Days and Hours, 8:00AM – 5:00PM Pacific Standard Time, Monday through Friday, excluding ATIMS holidays. ATIMS' Holiday Schedule will be provided at the end of each year for the following calendar year. ATIMS additionally provides critical support twenty-four hours a day / seven (7) days a week. Critical support is defined as any issue that: Causes the ATIMS system to stop running agency wide Prevents any essential or required data elements from entry</p> <p>The support technician will arrive within a reasonable period of time keeping the Agency fully informed during this period. PSS for on-site visits that require air travel will be arranged on a case-by-case basis and the travel cost will be confirmed with the customer prior to booking. ATIMS will provide or make available: 1. Assistance in diagnosis and identification of errors or malfunctions. 2. On-site consultation on correction of identified errors or malfunctions. 3. Detailed feedback on external factors that had a direct or indirect impact on the licensed software resulting in performance deficiencies.</p> <p>The customer will bear the full responsibility for backing up its databases and/or data files according to industry standard practices, unless a Software-as-a-Service contract is selected where the vendor is responsible. The customer will not hold ATIMS, its agents, successors or assignees liable in any way for consequences resulting from lost data caused by the unavailability of appropriate back-up data. The tasks provided under this program do not include duties normally associated with on-going LAN Administrator tasks. Additional tasks like recovery of databases and/or data files that were not properly backed up, and normal database administration tasks (reorganizing database, running backups, restoring databases, reviewing logs, updating statistics, capacity planning, etc.) are offered as part of the Professional Services agreement and Customer will be billed at the hourly rate listed in Appendix B of ATIMS Annual Maintenance & Support Agreement.</p> |
| <p>44</p> | <p>Describe any service or support contract options for the items included in your proposal.</p> | <p>ATIMS software maintenance and support includes the following services as part of the Annual Maintenance and Support Contract:</p> <ul style="list-style-type: none"> • Remote Troubleshooting and Support provided by Support Desk staff via the telephone and online channels • Basic Installation Assistance & Usability Assistance by Support Desk staff • Software upgrades and updates (version releases) • Customization and Enhancement Support (total hours as specified in the Annual ATIMS Client Support Table) – this is a recommendation from ATIMS and hours/price can be adjusted (up or down) to meet the client's need • Training Support (total hours as specified in the Annual ATIMS Client Support Table) – this is a recommendation from ATIMS and hours/price can be adjusted (up or down) to meet the client's need. <p>Support requests outside the original scope of work or Annual ATIMS Client Support hours/total available price can be provided by ATIMS technical staff at the standard billing rates included in the Support & Maintenance Agreement in the Appendices.</p> <p>Hardware: ATIMS does not typically procure hardware unless required by the agency and included within the contract. The hardware vendor is typically responsible for all warranty, support and maintenance of hardware.</p> <p>ATIMS Software Support and Maintenance provides customers with fixes, upgrades and updates to licensed Software released during the maintenance period. Software Support and Maintenance is not an extension of the warranty period but rather it runs concurrently with any warranty.</p> |

Table 10: Payment Terms and Financing Options

| Line Item | Question | Response * | |
|-----------|---|--|---|
| 45 | What are your payment terms (e.g., net 10, net 30)? | ATIMS utilizes a NET 30 payment term. | * |
| 46 | Describe any leasing or financing options available for use by educational or governmental entities. | Relative to leasing, SaaS (Software-as-a-Service) provides ATIMS JMS software hosted and configured to meet their needs. The vendor (ATIMS using Amazon Govcloud) hosts the leased software ensuring availability, security requirements are met and software is kept up-to-date. ATIMS does not finance its software to an Agency, the license costs and implementation costs are spread over a milestone payment schedule usually from 8 to 24 months, depending upon the version of our software selected (Core or Xtra (on premise) or Core or Xtra/Cloud, and the complexity of the configuration that is needed. ATIMS is happy to speak with potential clients about their needs and payment options. | * |
| 47 | Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcwell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcwell participating entities' purchase orders. | Upon notification of award and contract finalization, ATIMS schedules a Kickoff Mtg with the Agency within 30 days and then a PMP is developed and the project is implemented to meet that schedule and invoices are issued and payments received following the Milestone Payment Schedule. Any change orders are added to the Scope of Work (SOW) and Milestone Payment Schedule as applicable. Our reporting to Sourcwell would include information from the PMP and associated Milestone Payment Schedule. | * |
| 48 | Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process? | ATIMS has not utilized a p-card process but is willing to work with Sourcwell and its associated Agencies/entities on this need. More detailed information is needed. | * |

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

| Line Item | Question | Response * | |
|-----------|----------|------------|--|
|-----------|----------|------------|--|

| | | |
|----|---|--|
| 49 | <p>Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.</p> | <p>ATIMS uses an active inmate count for an Agency to price the user (group) license and the services activities (configuration, data conversion, implementation, training, etc.) are priced based on whether it is a COTS (or Core install) or a Xtra (fully configured install) and whether it's being hosted by the Agency (on premise) or as a Software-as-a-Service (SaaS) vendor hosted implementation. Typically, we did not include Additional Functional Licenses in the pricing, but if the Agency is interested in any of those, you can click the "yes" column which will adjust the calculations to find out how that would change the overall price. ATIMS takes every opportunity to provide discounts where possible. The breakouts for pricing include:</p> <ul style="list-style-type: none"> • License (per active inmate) • Additional Functional Licenses (most must be selected ("yes" in column F) and would be additional charge to the initial spreadsheet breakout – noted in each header with \$. o BIOMETRICS \$ – ATIMS has developed our JMS (Core & Xtra) to work with biometrics hardware – this is within the system at no additional charge; if Fulcrum hardware is used – there are associated licenses (A2 and A3 on pricing spreadsheet). o SIGNATURE PADS – ATIMS has developed our JMS (Core & Xtra) to work with signature pads throughout the system. This is included as part of our system at no additional charge. o MOBILE WEB \$ – While ATIMS full system can be used from a tablet (or other mobile device, like a phone), it is often difficult to see the full screens of information; therefore, ATIMS has developed a Mobile Web version with bigger buttons and more limited (or targeted) functionality for the housing officers use internally for things like security checks, rounds, etc. o EMBEDDED MUGSHOT SYSTEM \$ – ATIMS has an OEM relationship with Dynamic Imaging for their software and controlled camera which we've embedded into our system to integrate with our inmate intake and booking functionality. There is a cost for the license from DISI to ATIMS (D1), license cost to DISI (D2) and hardware cost (D3). Additionally, in the Professional Services section (Category 5) there is manpower costs for installation of the camera and system by DISI. o WHO'S IN CUSTODY EXTERNAL WEBSITE \$ – ATIMS has integrated a tool kit that we can offer (and configure) to allow the public to search for data about current inmates – what information is provided is your Agency's requirement and it is separate from ATIMS InCustody JMS through an export. o INMATE SELF-SERVICE FUNCTIONALITY FOR POD KIOSK OR TABLET \$ - ATIMS base kiosk/tablet application includes secure Booking, Visitation, Appointments, Incident, and Grievance information. In addition, it allows the inmates to place requests and receive responses. *This can also be added to a commissary or phone vendors POD Kiosk or tablet. **Kiosk hardware is typically procured through the Commissary or Trust Accounting Vendor. • Customizations – this would come from discussions and hourly professional services would be added to the overall contract [typically our software is so configurable that we don't need to do customizations – you would likely be looking at a ATIMS InCustody Xtra JMS implementation with full configuration) • Interfaces – we included the typical 5 interfaces we see. Our Interface Engine can interface to pretty much anything – if you have additional interfaces, those would be discussed and hourly professional services charges would be added to the overall contract • Professional Services (and Travel)– o InCustody CORE Pricing: we provided pricing for 100 active inmates which includes install of the core product with minimal configuration required (code tables and housing layout) and limited onsite (or travel costs); o ATIMS InCustody XTRA Pricing: we provided pricing for 1000 active inmates which includes professional services (people-time) that would be needed to perform a Gap analysis, understand workflow processes, and associated configuration needs, database conversion, interface development, project management (possibly coordinated with other corrections vendors) and training. This higher cost is associated with the additional work required to configure the software vs Core which is a basic install only. • Hardware – typically ATIMS does not procure hardware for a client as Agencies are able to procure directly with the vendor for much better pricing. Category 8 line items are provided for budgeting purposes only. The only exception being the DISI Mugshot Camera which we are able to source for you through DISI. • Server Hardware – ATIMS does not typically procure servers for on-premise, that is handled through an Agency's IT. If Software-as-a-Service (SaaS) hosting is selected, the servers would be provided through ATIMS relationship with AWS GovCloud and those servers would be included as part of the cost. |
|----|---|--|

| | | | |
|----|---|---|---|
| 50 | Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range. | <p>Throughout our two pricing options, discounts are offered as noted below. For example:</p> <p>ATIMS InCustody Core JMS: basic COTS install/implementation, minimal configuration</p> <ul style="list-style-type: none"> • Core License – 50% discount from price per inmate (100 used as sample #) • Functional Licenses: (if selected, not included in pricing) <ul style="list-style-type: none"> o Mobile Web – 50% discount o Who's In Custody External Website – 25% discount o Inmate Self Service Software – 25% discount • Professional Implementation Services – 50% discount (exception – DISI mugshot installation – that is full cost) • Travel costs – 10% discount <p>ATIMS InCustody XTRA JMS: COTS initial install/Gap Analysis, implementation, full configuration</p> <ul style="list-style-type: none"> • XTRA License – 50% discount from price per inmate (1000 used as sample #) • Functional Licenses: (if selected, not included in pricing) <ul style="list-style-type: none"> o Mobile Web – 50% discount o Who's In Custody External Website – 25% discount o Inmate Self Service Software – 25% discount • Professional Implementation Services – 50% discount (exception – DISI mugshot installation – that is full cost) • Travel costs – 10% discount | * |
| 51 | Describe any quantity or volume discounts or rebate programs that you offer. | ATIMS is happy to entertain larger volume discounts (several Agencies grouping to procure our software). Please reach out to Merilee so she can put together some fantastic pricing and implementation packages to meet your needs. | * |
| 52 | Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request. | ATIMS would prefer to provide a quote for each sourcing request as we always like the opportunity to help make a procurement work – whether its different hosting methods, teaming with other vendors to provide a best-of-breed enterprise package or coming up with different ways to discount or spread the costs – we like an opportunity to work with you to meet that need. | * |
| 53 | Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer. | ATIMS has provided spreadsheets with confidential pricing breakouts that Agencies can use to calculate (or recalculate) what it might cost for their size facility and needs. Some of the Add-on Functional License are not initially included in the pricing but can be added and the price recalculated accordingly. The only thing we absolutely did not price was customizations as those would require discussions to understand what would need to be custom built; although we would like to state that we feel our system is so configurable that typically customizations are not needed – saving time and money but we are able to build additional functionality if our system really does not have what you need – we are happy to discuss this and provide pricing for the necessary professional services to implement those customizations. | * |
| 54 | If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program. | N/A. ATIMS loads and configures our software via a Browser and doesn't anticipate any shipping requirements. | * |
| 55 | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery. | N/A. ATIMS loads and configures our software via a Browser and doesn't anticipate any shipping requirements. | * |
| 56 | Describe any unique distribution and/or delivery methods or options offered in your proposal. | As a software developer and implementer and SaaS capable vendor, ATIMS' software will be installed via the internet/browser. It does not matter whether our software is vendor (AWS) hosted or on-premise, the same steps would be taken, the only difference is coordination with the Agency's IT Staff for access to their on-premise server(s). | * |

Table 12: Pricing Offered

| Line Item | The Pricing Offered in this Proposal is: * | Comments |
|-----------|---|---|
| 57 | c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments. | ATIMS has developed this baseline pricing which is very competitive as it saves us time and money with RFP responses. |

Table 13: Audit and Administrative Fee

| Line Item | Question | Response * |
|-----------|--|---|
| 58 | Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. | ATIMS Project Manager assigned to each contract/project coordinates with ATIMS PMO office to ensure our contractual obligations are being met along with the project requirements/timeline. ATIMS PMO office works closely with the Director of Client Development who manages all sales and submittal pricing. |
| 59 | If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract. | ATIMS Project Manager provides weekly internal updates to the team to ensure everyone knows the status of each project and whether there are variations that need to be addressed. ATIMS tracks each project to the Scope of Work (SOW), Project Schedule and associated Milestones, and Status inputs from the Agencies (and internal ATIMS team inputs) to ensure the project is moving at the anticipated pace or there are issues that need to be addressed. ATIMS will work closely with Sourcewell's Contractual Team to maintain communications about project/contract statuses. |
| 60 | Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.) | ATIMS is agreeable to pay Sourcewell a 1% administrative fee that will be paid within 30 days from receipt of payment, versus issuance of invoice to the member Agency |

Table 14A: Depth and Breadth of Offered Equipment Products and Services

| Line Item | Question | Response * |
|-----------|--|---|
| 61 | Provide a detailed description of the equipment, products, and services that you are offering in your proposal. | <p>Major System Components</p> <p>Introduction</p> <p>This section of the response provides more detail on the products desired in the RFI. More details, including visual screenshots (considered proprietary and confidential) can be provided as requested or as part of the RFP.</p> <p>ATIMS Benefits</p> <p>ATIMS software performs reliably, with flexibility and scalability to meet the needs of criminal justice agencies.</p> <p>ATIMS provides its database architecture to all clients, at no additional cost, to ensure that every agency can generate useful information from collected data along with generating the standard reports that are included with the system. For example, the prisoner support report included with ATIMS OMS has helped departments to track inmate billings by department and by inmate.</p> <p>Configuration</p> <p>In our experience no two departments are alike, so ATIMS gives you the most extensive configuration tools in the industry for your system, your departments, and your users. Your administration and IT departments can customize everything from workflows and fields to separate operations by facility. No waiting for a vendor to make a change, and no growth pains when you need to expand.</p> <p>ATIMS Core Applications</p> <p>ATIMS contains the following applications:</p> <ul style="list-style-type: none"> • Digital Photo Imaging and Lineup (DPIL). This application enables jail staff and investigators to search for images of offenders and to assemble photo lineups of six to eight people. • Prebook and Probable Cause (PBPC). Arresting officers use this application to enter information before booking from remote terminals and patrol cars, and to determine whether an arrestee has a jail record with any important alerts. Information entered remotely is available in the OMS for jail staff when arrestees are brought into custody. This information can be transmitted to courts and district attorney offices. • Records Information Management (RIMS). This application is not to be confused with a police department RMS. ATIMS RIMS manages registrant offenders (sex, narcotics, gang, arson, etc.), and enables jail staff to review inmate records as well as manage visitation, appointments, and court commitments. Staff use RIMS to move, merge, purge, and seal records. • Jail (Offender) Management System (JMS/OMS). Workflows take staff step-by-step through your processes, including intake, booking, sentencing, and release. Use your forms and easily update them as your processes change. Use biometrics to streamline workflows and to ensure correct identification. • Administration (Admin). This application is used to configure all products. Your trusted users and IT staff can manage ATIMS for you, from user access to advanced configurations. ATIMS knows that agencies want to customize jail information based on the features they need to display. |
| 62 | Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. | <p>Jail Management System (JMS) / Offender Management System (OMS)</p> <ul style="list-style-type: none"> -Mobile Web (housing officer) capabilities -Biometrics (fulcrum licenses) -Dynamic Imaging Mugshot Camera (embedded) solution -Who's In Custody (external) Website -Inmate Self Service Functionality (Kiosk/Tablet) |

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

| Line Item | Category or Type | Offered * | Comments |
|-----------|---|--|---|
| 63 | Computer Aided Dispatch (CAD) | <input type="radio"/> Yes <input checked="" type="radio"/> No | N/A. |
| 64 | Records Management Software (RMS) | <input type="radio"/> Yes <input checked="" type="radio"/> No | N/A. |
| 65 | Learning Management Software (LMS) | <input type="radio"/> Yes <input checked="" type="radio"/> No | N/A. |
| 66 | Situational awareness and information management systems | <input checked="" type="radio"/> Yes <input type="radio"/> No | ATIMS Jail Management InCustody Software provides situational awareness (tracking) for active inmates. |
| 67 | Incident command, logging recorder, and evidence, ticketing, or citation management systems | <input type="radio"/> Yes <input checked="" type="radio"/> No | N/A. |
| 68 | Scheduling workforce management, and billing systems | <input type="radio"/> Yes <input checked="" type="radio"/> No | N/A. |
| 69 | Application-based alerting or paging systems | <input type="radio"/> Yes <input checked="" type="radio"/> No | N/A. |
| 70 | Personnel, non-fleet asset, resource, and controlled substance tracking or location solutions | <input type="radio"/> Yes <input checked="" type="radio"/> No | N/A. |
| 71 | Other public safety software solutions | <input checked="" type="radio"/> Yes <input type="radio"/> No | ATIMS Jail Management InCustody Software provides a highly configurable Commercial-Off-The-Shelf (COTS) jail management system. |
| 72 | Related services - installation, training, maintenance, integration, support, data analytics, and customization | <input checked="" type="radio"/> Yes <input type="radio"/> No | ATIMS JMS InCustody Core/Xtra team of corrections domain and software development experts have more than 100 years of subject matter experience and are familiar with all aspects of implementation in a jail environment — from planning to change management, training, data conversion and exchange. |

Table 15: Industry Specific Questions

| Line Item | Question | Response * |
|-----------|--|---|
| 73 | Describe your data privacy, integrity, and protection standards, and the adherence of your products and services to applicable cybersecurity or applicable industry standards. | <p>Governance & Data Security Access to ATIMS software is controlled by your agency. Whether you decide to make the system available only on your intranet or you want to permit external access, ATIMS works with you. We only recommend that you limit the IP addresses that are permitted to access ATIMS JMS.</p> <p>Authentication & Authorization ATIMS uses OAuth protocol for authorization and OpenID® Connect for authentication. These technologies enable us to provide application-based authentication, integration with Microsoft® Active Directory™ (including Active Directory Federation Services for hosted environments), and integration with third-party identity providers. ATIMS continues to support legacy single sign-on (SSO) infrastructure through Security Assertion Markup Language (SAML).</p> <p>Permission Rights ATIMS permission rights control system access and the rights to view, create, modify, delete, and print. A user is assigned to one or more user groups, and user groups are assigned per-missions. Your agency controls multiple levels of access for each group, all the way to whether a button can be viewed or clicked.</p> <p>Workstation Security ATIMS authentication enables agencies to restrict access to ATIMS by the IP address of a workstation. When a workstation is authorized, all log-in attempts and successful log-ins are logged.</p> <p>System Boundary JMS is typically viewed as a subsystem, or a component of Sheriff Office's information system landscape that also includes hardware (physical or virtual); networking and other perimeter subsystems; as well as policies and procedures that guide personnel functions. JMS depends on such general support systems to provide system security plan of their own. Additionally, JMS includes the interfaces to other IS systems that may have more stringent controls (e.g., HIPAA for medical information) and outside of JMS system boundaries.</p> <p>JMS is an Enterprise system with defined, organized suites of hardware and software configurations, consisting of centrally managed workstations and servers protected from the Internet by firewalls and other network security devices.</p> <p>JMS architecture is compliant with CJIS regulations (https://www.fbi.gov/about-us/cjis/) and in implementations that include the JMS Medical module, is also compliant with HIPAA regulations for Covered Entities and Business Associates (http://www.hhs.gov/ocr/privacy/hipaa/understanding/coveredentities/index.html)</p> |
| 74 | Describe your data backup and recovery solutions. | <p>Performance & Reliability For the on-site environment, performance and reliability depend primarily on the architecture of the server, network, and database. ATIMS supports any level of performance and reliability that an agency requires.</p> <ul style="list-style-type: none"> • JMS and PBPC modules are HTML and JavaScript that can be served from any web server. • ServerAPI, Admin, and Interface Engine that require ASP.NET Core (usually, but not always - IIS on Windows platform). • SQL Server can be deployed on Windows or Linux environment. • Report Server is NodeJS application that can be deployed in Linux or Windows environment <p>Product Scalability</p> |

ATIMS easily expands to accommodate large numbers of users. For example, the front end and the server API can be configured behind load balancers. You can use the data clustering capabilities of Microsoft SQL Server, and maintain your disaster recovery environment at a separate location. ATIMS uses database tools, such as Always On Availability Groups, to ensure high availability. Storage can expand with need.

OpenID® Connect, a contemporary authentication technology, solves the problem of "sticky" sessions.

Performance Monitoring Tools

ATIMS employs application monitoring tools to ensure the simultaneous operation of all system components without system degradation. We primarily use the tools of agency choice.

For internal use ATIMS has standardized on the following tools:

- Perfview. A mechanism to automatically collect the performance data based on the performance counter threshold configuration. Once the counter value exceeded the threshold, we are collecting the data.
- DebugDiag. Using this tool to collect the dump file of the process based on the configuration crash or slowness.
- Application Insights. To get the performance data of the application, usage volume - requests, byte transferred and received, etc.
- Redgate SQL Monitor. For the database performance analysis, long running queries, poor performance queries, etc.

System Failover and Restoration

Backup Solutions for Cloud

During implementation the ATIMS team works with your team to establish the appropriate backup methods, redundancy, and backup frequency.

Amazon® Web Services® provides backup solutions by object, block (volume), and file. Clients can select from a list of vendors for backup and management.

Should a Web server become corrupted, AMI enables a new virtual instance to be operational within minutes. Assuming that there are two configured servers behind the load balancer, a new instance can be operational without user downtime.

ATIMS JMS Backups & Restores Matrix

- Web Server: During regular operations, data on this server does not change (no client data is stored on Web servers). During implementation (at Go-Live) and after applying updates, ATIMS uses Amazon Machine Images (AMI) to deploy virtual servers and services, and to manage backups including user-initiated backups (Amazon calls them "snapshots"). Backups are stored in AWS S3 (long-term storage with 99.99999% availability).
- Database Server: Amazon Multi-AZ RDS replicates data to standby instances in a different availability zone if one region suffers an outage. Hardware failures are automatically replaced with no downtime.
- File Server: The file server is used for mugshots and other attachments. Automated backups of the network shared folder occur daily. Backups are stored in AWS S3
- Biometrics Server: The biometrics server consists of code and a SQL database of inmate fingerprints. The database does not need to be on the same server as the code, but current implementations use the biometrics server in that way. Automated backups of the database occur daily. Log shipping is used to reduce RPO to 15 or fewer minutes

AWS Route 53 (domain name system) and client DNS servers can be pointed to new servers immediately.

Disaster Recovery of Hosted Solutions

During implementation the ATIMS team works with you to establish the appropriate backup methods, redundancy, and backup frequency.

ATIMS uses Amazon® Web Services® (AWS) as an infrastructure platform. AWS provides numerous services and features for disaster recovery. These services and features significantly lower the risk for data, system, and business operations. With AWS, ATIMS can achieve any level of production backup and disaster recovery that a client requires. As a rule of thumb, when comparing similar services, the services with higher redundancy will cost more than the ones with less redundancy.

RTO and RPO on Hosted Systems

Should a full-region disaster occur on AWS, ATIMS believes that an RTO of four hours and an RPO of not more than 15 minutes is achievable.

RTO and RPO of On-Premises Equipment

With SAN replication, downtime may last 30 minutes to an hour while the disaster recovery site is brought online. Real-time failover can be achieved by using Always On Availability Groups in Microsoft SQL Server Enterprise, and a hot DR site.

Backup and Recovery Methods

Best practices dictate that applications should function without considering infrastructure, and ATIMS follows that thinking.

ATIMS is a business application that easily integrates into a client's enterprise backup schedule. ATIMS software supports hot backup of the database and files.

System Backup

Backups can be fully automated and generally scheduled during off-peak hours. The end user should not notice any system lag during backup.

Backup Planning Based on the Database Recovery Model

- Full Backup: Back up the entire database.
- Differential Backup: Back up all changes since the last Full Backup was performed.
- Transaction Log Backup: Back up the transaction log for all changes since the last Transaction

| | | |
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| | | <p>Log backup was performed.</p> <ul style="list-style-type: none"> • File: The system allows the user to back up one data file. For example, One Data File means it may be a Data File (.mdf) or a Log File (.ldf). • File Group: The system allows the user to back up the entire file group. For example, a Database may contain both .mdf and ldf files in a single file group. <p>Backup Recommendation</p> <ul style="list-style-type: none"> • Data Type: Bulk Storage Files • Full Backup: 1:00 AM every Sunday • Differential or incremental backup: 4:00 AM (Monday through Saturday) • Retention Period: 120 months (or 10 years) • Backup Media: NAS or tape drive (recommended) • Backup Tool: Third-party backup software <p>Backups should be automated by IT professional and Agency personnel.</p> <p>Backups are performed to copy only current data. The software programming is not included in the backup. Therefore, the software version is not a factor if a system restore is needed with data from a backup. Also, whenever a version update is performed, a full backup of the data-base is completed and used to restore the database following the version update in the software.</p> <p>High Availability with Fail-over Capability to Sustain Business Continuity</p> <p>ATIMS main approach is to split the application into logical components (JMS, ServerAPI, etc), and implement failover / high availability solutions. For web servers such solution would be load balancer; for files - storage redundancy (like RAID array), and for database - Always On cluster or similar. ATIMS JMS supports running in any of these environments. Additionally, JMS does not use "sticky sessions" which makes setting up load balancer easier and more efficient.</p> <p>High Availability Capabilities</p> <p>ATIMS can meet 99.5% uptime requirements on premises and in hosted environments.</p> <p>On Premises</p> <p>ATIMS supports any high-availability requirement that a client prefers.</p> <p>The database server relies on Microsoft® SQL Server™ solutions for high availability. For example, a client can use Always On Failover Cluster Instance, which is available in Microsoft SQL Server 2016. For earlier versions, clients typically use log shipping or database mirroring.</p> <p>For storing mugshot files, the most common high-availability solution is a storage area network (SAN). If file storage becomes unavailable due to an outage the JMS is still available, although in degraded mode.</p> <p>The Web server can be deployed as a farm behind a load balancer/failover device. System administrators can perform scheduled maintenance without interfering with user work or application availability. The application does not write capabilities on the Web server.</p> |
| 75 | <p>Identify the storage location for all data collected in the use of your equipment, products, or services. Describe applicable data security measures and identify any services performed outside the US or Canada, as applicable.</p> | <p>ATIMS JMS is single-page application with very low network requirements. Typical network bandwidth of 1Gbps is perfectly fine. We would prefer to have Web and Database server on the higher bandwidth network (10Gbps) if possible - but many clients have 1Gbps for this connection as well.</p> <p>ATIMS JMS is a Line of Business application that performs equally well in physical and virtual environment. To the best of our knowledge, all of our clients use either VMWare or Nutanix for virtualization. Typical server specifications are listed above; however, customers frequently split components (for example, JMS and Admin) across multiple servers and/or implement load balancing and high availability. These implementation decisions can affect hardware specifications</p> <p>ATIMS is a thin-client based system. The user interaction is through a browser window. The presentation is tabular-based like most modern websites.</p> <p>Servers</p> <p>The overall ATIMS architecture consists of 2 or optionally 3 servers:</p> <ul style="list-style-type: none"> • Web Server – Running IIS • Database server – MS SQL Server • (Optional) Biometrics server – local bio-identification <p>Environment</p> <p>Within an implementation, there may be one or more environment. An environment consists of:</p> <p>A website on the Web Server running on IIS - ATIMS ONLINE</p> <p>A website on the Web Server running WCF on IIS - ATIMS SERVICE</p> <ul style="list-style-type: none"> • A database on the Database Server - ATIMS DB • A file repository to store files on the Database Server or network drive - ATIMS DIR • Typically, an agency will have 3 environments—LIVE, TEST and TRAINING. However, any number of environments can be added. All environments may reside on one dedicated web and database server or can be broken into multiple servers based on agency request. <p>Database Server</p> <ul style="list-style-type: none"> • The database server is standardized on MS SQL Server. • Each environment will have its own database named accordingly. • ATIMS maintains scripts for version control. As such, the TEST Environment is updated prior to LIVE and TRAINING. • Database schema and ERD will be provided. <p>Web Server</p> <ul style="list-style-type: none"> • The Web Server utilizes IIS for publishing. • The client can control external web access or run completely Intranet for security reasons. • Each Environment will be configured to publish ATIMS ONLINE website. • Each Environment may or may not contain ATIMS SERVICE. Depending on needs, ATIMS SERVICE will be turned on to run interfaces against an instance of ATIMS ONLINE. • ATIMS SERVICE is a standalone website running a web service host utilizing WCF to exchange data from and to ATIMS DB. It can be accessed by any 3rd party application to interface with ATIMS. In fact, ATIMS ONLINE is also a client of ATIMS SERVICE. • ATIMS ONLINE uses a virtual directory to expose the file repository so that permission rights are handled at the server for file access. ATIMS DB contains pointers via the virtual directory to access these files. <p>Governance & Data Security</p> <p>Access to ATIMS software is controlled by your agency. Whether you decide to make the system available only on your intranet or you want to permit external access, ATIMS works with you. We only recommend that you limit the IP addresses that are permitted to access ATIMS JMS.</p> |

ATIMS InCustody Core or Xtra JMS is an Enterprise system with defined, organized suites of hardware and software configurations, consisting of centrally managed workstations and servers protected from the Internet by firewalls and other network security devices.

OPERATIONAL SECURITY CONTROLS

JMS is agnostic (that is, not interfering and not providing) general system support security, such as server, networking, firewalls, or building physical security. Therefore, operational security controls generally don't apply to the application itself. As part of implementation ATIMS conducts joint risk assessment sessions with agency personnel to ensure operational controls (security groups, audit logs, notification mechanisms, etc.) are set up appropriately. In the event of an incident experienced ATIMS security support personnel work with the customers to evaluate the sensitivity and the extent of unauthorized disclosure; incident response; and corrective actions.

TECHNICAL SECURITY CONTROLS

Identification and Authentication

JMS supports and ATIMS recommends using AD-based authentication. For users that are not in AD, JMS provides application-based authentication. Application-based authentication provides one-way encryption of the password, password complexity and expiration rules.

Access Control

ATIMS JMS has a very granular security permission system, where user and group access to specific functions are defined and maintained by the client's System Administrator.

Additionally, there is a way to "mask" system data, so it can be available in a system under development to the personnel that may not have sufficient clearance to access operational data.

Audit and Accountability

ATIMS JMS logs all user activities and makes this information available to the personnel responsible for security management and incident review/resolution.

System and Communications Protection

Application users, including administrators don't need to access underlying server and/or database infrastructure. Additionally, application users don't have to be local administrators on the machine, or have public Internet access. JMS supports any level of security posture that the agency adopts.

Information that is received in JMS through automatic means (interfaces) is loaded in the system and is subject to the same security access rules as the information that is loaded manually.

Additionally, interfaces themselves can and should be secured using industry standard tools – WS-Security, SFTP, SSL, etc. Security of the messages is ensured through SAML-based authentication, XML encryption and/or XML signature.

RECOMMENDED/REQUIRED HARDWARE & OS PLATFORMS

WEB SERVER:

Processor: Quad Core E7310 Xeon, 1.6GHz or higher*

Memory: 8 GB RAM

Hard Disk: 60 GB 10K RPM**

Network: 1-10Gbps

Operating System: MS Windows 2016 Server or higher with Windows IIS

Remote Access (optional): MS Windows Remote Desktop Connection or similar

DATABASE SERVER:

Processor: Quad Core E7310 Xeon, 1.6GHz or higher*

Memory: 16 GB RAM

Hard Disk: 100-1,000 GB 10K RPM

Network: 1-10Gbps

Operating System: MS Windows 2016 Server or higher with Windows IIS

Remote Access (optional): MS Windows Remote Desktop Connection or similar

* We support similarly configured virtual environments and/or shared database servers, including cloud environments

** We require file storage to store mugshots, reports, etc. This storage can be mounted on Web Server, Database Server, or on any UNC addressable location. Typical installation requires 20-100GB of such storage.

WORKSTATION:

Processor: Pentium IV (or compatible) 1.8 GHz or higher processor

Memory: 8 GB RAM

Video: Video Card that Supports resolution of at least 1024 X 768

Network: 100Mbps-1Gbps

Operating System: MS Windows 10 or higher

Browser: Chrome or MS Edge recommended; Internet Explorer 11.0 is supported

While not required, we strongly recommend separate environments for Production and Test/QA.

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| <p>76</p> | <p>Describe connectivity, interoperability and integration capabilities between your offered solution(s) and other software systems.</p> | <p>Interface Engine - ATIMS SERVICE</p> <ul style="list-style-type: none"> The ATIMS Interface engine AKA ATIMS SERVICE is an encompassing solution that is database driven to allow data exchange to occur without the need to custom code solutions. Here are some of the core features: <ul style="list-style-type: none"> Export Method – This method is configured in the administration page of ATIMS ONLINE. It allows the user via a SQL to compose an extraction of data from the database. The data can be formatted as ASCII delimited, ASCII fixed or XML. Configuration of the filename can be fixed or date/time based to make it unique. The export location can be configured to be an UNC path, FTP folder or a standard SOAP web service. The export can be initiated from a scheduler on a time interval, scheduler once a day at a specific time OR an event driven button click within ATIMS ONLINE. Return Method - This method is configured in the administration page of ATIMS ONLINE. It allows the system to serve a host to accept external SOAP web service calls to either return data back as XML or insert data into the ATIMS database. Mapping of inserted data is handled using stored procedures. Folder Watch – This method is configured in the administration page of ATIMS ONLINE. It allows the user to configure a UNC folder path to be monitored to accept data or files into ATIMS. Mapping of data uses stored procedures. This can be used to accept scanned PDF attachments, photos from 3rd party systems, data exports from 3rd party systems. System Events – This is a functionality that can be configured in the administration page of ATIMS ONLINE. It allows the user to identify key events and create conditions as to when to trigger these events based on other data elements. If the condition is met during runtime, then the user can setup the event to push data via: <ul style="list-style-type: none"> Export data utilizing the export method. Create an internal request so that groups can manage queues of the notification. Create an email to be sent with notification of the event. <p>In addition, via administrative settings the condition can be setup to be a subscription. This allows users to specify their own condition for the subscription and receive email notification when their specific condition is met.</p> <ul style="list-style-type: none"> ATIMS Service diagram: (see attached complete document for graphic) <p>Application Software Architecture</p> <p>The overall ATIMS architecture consists of 2 servers: a web server running internet information services (IIS) and a database server that runs MS SQL Server. The ATIMS system can include an optional biometrics server to provide local bio identification.</p> <p>Within an ATIMS implementation, there can be one or more environments, which may consist of:</p> <ul style="list-style-type: none"> A website on the web server running on IIS - ATIMS ONLINE A website on the web server running (Windows Communication Foundation) MS SERVICE A database (DB) on the database server - ATIMSDB A file repository to store files on the database server or network drive - ATIMS DIR A mobile website capable of running limited ATIMS functionalities - MOBILE ATIMS <p>Typically, an agency will have three (3) environments – LIVE, TEST and TRAINING. However, any number of environments can be added. All environments may reside on one (1) dedicated web and database server or can be broken into multiple servers based on agency request.</p> |
| <p>77</p> | <p>Explain your licensing process and the service agreements required of end users.</p> | <p>ATIMS software is priced by active inmate (example 1200 capacity + alternative corrections = 1400 actively tracked - price is based on 1400 or slightly more 1425). ATIMS utilizes a site license for on premise, or in the case of SaaS, a leased site license. The license accommodates an unlimited number of users. The Agency would have a ATIMS InCustody Core or Xtra site license and a Support & Maintenance Agreement as part of the contract.</p> |
| <p>78</p> | <p>Describe your product implementation strategy and any use of installation partners.</p> | <p>This ATIMS JMS project will be implemented by following this staged (milestone) approach:</p> <ul style="list-style-type: none"> Agreement signed Planning and analysis Design and framework Build and configure Testing Deployment Training Deployment and close-out <p>ATIMS Implementation Phases</p> <p>Each project phase normally includes a set of defined work products and documents (see Project Documentation) that establish the expected level of management control. Most of these items are related to the primary phase deliverable, and the phases typically take their names from these items.</p> <p>For your Agency, ATIMS proposes a five-phase methodology:</p> <ul style="list-style-type: none"> Define the system Design the system Build the system Deliver the system Maintain the system <p>Phase 1. Define the System</p> <p>The goal of this phase is to ensure that the operational intent defined in the proposal and contract, as written, are consistent. This phase begins with a review of the ATIMS proposal to your Agency. The review establishes the conditions and extent of work to be performed and clarifies expectations about the system. All types of requirements (functional, operational, performance, application, data, and interface) are analyzed until understood by the project team (see Requirements Validation). This review will clarify any questions or wording in the proposal that will become the final statement of work (including software and hardware) for the project.</p> <p>Tasks and deliverables are itemized in the statement of work (SOW) and described below:</p> <ul style="list-style-type: none"> Contract approved. This task signifies the completion and approval by all parties of the contract for the project. The contract describes the specifics of the terms and conditions for the project. Completion of this task defines the date for the official start of the project. Contract/SOW review. Both parties (Agency and ATIMS) review the signed contract to confirm that the contract: <ul style="list-style-type: none"> Functions as the original statement of work reflected in the initial proposal and proposal addenda. Documents specifically the work to be performed. Establishes the conditions of work. |

- Sets the expectations for the system.
- Is reviewed by the client and the ATIMS integrated team to ensure that the integrated and joint project team understands the requirements.
- Requirements review with client. Upon completion of the contract and/or SOW, the ATIMS integrated team will meet with personnel from the Agency to clarify any outstanding issues. This process will result in a draft project baseline that enables subsequent phases to be completed with the mutual understanding of all parties.
- Project baseline established. This task represents an internal task of the ATIMS project manager after Agency confirms that all required materials and services described in the SOW are accounted for, and activities are established to effect delivery to the client based on the project schedule.
- Project schedule finalized. The project schedule includes all of the major work activities associated with the system implementation and third-party hardware installation. All members of the project team mutually approve the project schedule.
- Training plan creation. The training plan identifies the logistics of training, the methodologies and objectives, and a description of each training class for software and for associated third-party vendor hardware.

Phase 2. Design the System

During this phase the integrated project team defines the system construction, configuration, and interfaces, and third-party hardware configuration and installation requirements which become the blueprint for the project.

Tasks and deliverables are described below:

- Acceptance test plan. The acceptance test plan defines the functional testing methodology for the project. The test plan originates with the development of requirements and culminates in completion of the design.

Phase 3. Build the System

During this phase the integrated project team performs the activities required to deliver hardware installation and system functionality as specified, and develops specified interfaces, including system integration. Your activities before installation are also completed during this phase in readiness for delivery of the system.

Tasks and deliverables:

- Interfaces. The ATIMS "interface engine" is a Web service that runs as a separate website and enables ATIMS to communicate with other systems. This task represents the effort required to complete the development of the system interfaces that are specified by the contract/SOW.
- Pre-installation requirements. This task represents the activities required to be completed before starting delivery and installation of the hardware and system.

Phase 4. Deliver the System

During this phase the third-party hardware components are coordinated and the software system is delivered, configured, installed, and initially tested for correct operation. Interfaces are delivered and configured to operate with the existing systems and new systems as applicable. Data is loaded for site operations.

Tasks and deliverables:

- Install software systems. Identify the activities involved in the installation of ATIMS at the client site and configuring the system for training. The system is checked for correct operation with client-supplied network settings and configuration.
- Install hardware components. Identify the activities required for the configuration and installation of the specified hardware components. The hardware is tested for correct operations and verified with the client-specified SOW.

• Deliverables:

ATIMS JMS
Interface hardware and software
Interface control document for each interface
ATIMS installation and configuration
Training system installation and configuration

Phase 5. Maintain the System

Maintain your ATIMS system, and providing a mechanism for expansion, are necessary to maximize the system's productive life.

ATIMS JMS IMPLEMENTATION PLAN

Implementation Highlights:

- ATIMS does not install server hardware or software directly. This is typically a function and/or responsibility performed by the Agency's IT department/staff.
- ATIMS JMS can be installed on any basic Microsoft® Windows® Server and Microsoft SQL Server database. Basic system installation involves setting up two IIS sites on the Web server and running scripts in the database. Your IT personnel or ATIMS can install ATIMS software. ATIMS does not require any special considerations for installation.
- With a browser-based software, ATIMS does not need to be at the client site to load the base or any subsequent software. This will be heavily coordinated with the Agency's Project Manager and IT staff. If an onsite installation is preferred, ATIMS can work with the needs of the Agency.

complete details can be found in the attached document providing ALL information submitted to all tables.

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 79. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

| Contract Section | Term, Condition, or Specification | Exception or Proposed Modification |
|------------------|-----------------------------------|------------------------------------|
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Documents**Ensure your submission document(s) conforms to the following:**

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Financial Strength and Stability](#) - Audited FS 2019 full version.pdf - Thursday May 13, 2021 07:46:01
- [Marketing Plan/Samples](#) - 2021 Flyer.JMS.WebBased Modules.pdf - Thursday May 13, 2021 08:30:19
- [WMBE/MBE/SBE or Related Certificates](#) - ATIMS Internal Cost Proposal - MN Xtra On Prem & SaaS (1000 inmates).xlsx - Thursday May 13, 2021 16:21:42
- [Warranty Information](#) - 2021 ATIMS Warranty-Support & Maintenance (updated 051321).pdf - Thursday May 13, 2021 08:26:14
- [Pricing](#) - ATIMS Internal Cost Proposal - MN Core On Prem & SaaS. (100 inmates - COTS).xlsx.xlsx - Thursday May 13, 2021 16:18:55
- [Upload Additional Document](#) - 2021-0513 Sourcewell MN - ATIMS FINAL all inclusive responses document.pdf - Thursday May 13, 2021 16:21:25

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Felix Rabinovich, Vice President, ATIMS, The ActOne Group, Inc. dba ATIMS

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

| File Name | I have reviewed the below addendum and attachments (if applicable) | Pages |
|---|--|-------|
| Addendum_11_Public_Safety_Software_RFP_051321 Thu May 6 2021 06:02 PM | <input checked="" type="checkbox"/> | 2 |
| Addendum_10_Public_Safety_Software_RFP_051321 Wed May 5 2021 05:51 PM | <input checked="" type="checkbox"/> | 1 |
| Addendum_9_Public_Safety_Software_RFP_051321 Mon May 3 2021 10:34 AM | <input checked="" type="checkbox"/> | 2 |
| Addendum_8_Public_Safety_Software_RFP_051321 Wed April 28 2021 05:52 PM | <input checked="" type="checkbox"/> | 2 |
| Addendum_7_Public_Safety_Software_RFP_051321 Mon April 26 2021 05:27 PM | <input checked="" type="checkbox"/> | 2 |
| Addendum_6_Public_Safety_Software_RFP_051321 Tue April 20 2021 05:56 PM | <input checked="" type="checkbox"/> | 2 |
| Addendum_5_Public_Safety_Software_RFP_051321 Fri April 16 2021 03:52 PM | <input checked="" type="checkbox"/> | 1 |
| Addendum_4_Public_Safety_Software_RFP_051321 Thu April 15 2021 12:58 PM | <input checked="" type="checkbox"/> | 2 |
| Addendum_3_Public_Safety_Software_RFP_051321 Fri April 9 2021 05:05 PM | <input checked="" type="checkbox"/> | 1 |
| Addendum_2_Public_Safety_Software_RFP_051321 Thu April 8 2021 05:28 PM | <input checked="" type="checkbox"/> | 1 |
| Addendum_1_Public_Safety_Software_RFP_051321 Wed April 7 2021 06:15 PM | <input checked="" type="checkbox"/> | 2 |